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### CURRENT TOPICS.

IT IS UNDERSTOOD that Mr. Justice BYRNE will take the  
company winding-up business on Thursday in each week during  
the Hilary Sittings, commencing with Thursday, the 16th of  
January.

THE NEW Rules of the Supreme Court which we published last  
week (*ante*, p. 134), and which come into operation on the 11th  
of January next, are practically identical, so far as taxation of  
costs is concerned, with the draft rules which were published in  
August. We propose to consider their effect more in detail  
subsequently, but it may be pointed out that they will introduce  
considerable changes both of administration and of principle.  
The administrative change consists in the amalgamation of the  
various taxing offices by the transfer to the Central Office of the  
Chancery Taxing Office, the Bankruptcy Taxing Office, the  
Taxing Department in Lunacy, and the Taxing Department  
in Winding up. It is, however, only with regard to the  
Chancery Division that the change will be effected on the  
11th of January. The dates for the transfer of the other  
offices are to be fixed hereafter. Under a rule which is sub-  
stituted for R. S. C., ord. 65, r. 18, the Lord Chancellor may  
give special directions as to the taxation of costs in particular  
classes of business, but subject to this the taxing-masters will  
themselves determine how the business is to be regulated and  
distributed. In pursuance of this power, regulations have been  
already issued, and we print them elsewhere. It will be seen  
that they make careful provision for speedy taxation by the  
sitting master in urgent cases, but ordinarily taxations will be  
referred by the sitting master to the masters in rotation.

AS REGARDS the principle upon which taxations are to be  
conducted, an important alteration is made by the new regula-  
tion 29 of ord. 65, r. 27. This provides that on every taxation  
the taxing master shall allow all costs which appear to him to  
have been necessary or proper for the attainment of justice or  
for defending the rights of any party, but costs which have  
been incurred "through over-caution, negligence, or mistake, or  
by payment of special fees to counsel, or special charges or  
expenses to witnesses or other persons, or by other unusual  
expenses" are to be disallowed, save as against the party who

incurred the same. To a considerable extent the language follows that of the repealed rule, but the form of the rule has been changed from negative to positive, and it now contains an express direction to the taxing master to allow all necessary or proper costs. There is no express intimation that the difference between solicitor and client and party and party costs is to be abolished, and for some purposes it is clear the distinction will continue. The new rule contemplates that there may be costs which cannot be recovered from the opposite party, but yet must be paid by the client to the solicitor. But in ordinary cases taxation under the new rules should give the winning party all the costs which he has incurred; in other words, it appears to be designed to carry out the principle that a party to whom costs are awarded should receive thereby an indemnity against all his expenses, and should not have the amount of his judgment diminished by the costs which he has to pay to his solicitor, and which he cannot recover from his opponent.

THE NEW RULES make an addition of some importance to the facilities for recovering land against a tenant. Under ord. 3, r. 6 (f), the writ in an action for the recovery of land can be specially indorsed when the action is brought by a landlord against a tenant "whose term has expired or has been duly determined by notice to quit." This is a continuation of the earlier provisions contained in 1 Geo. 4, c. 81, s. 1, and in section 213 of the Common Law Procedure Act, 1852, and under those enactments it was held that the relief must be strictly confined to the cases specified. It was not available, therefore, where a term had been determined by surrender (*Doe v. Roe*, 2 B. & Ad. 922) or by forfeiture (*Doe v. Sharpley*, 15 M. & W. 558). And the same construction was put upon ord. 3, r. 6, in *Arden v. Boyce* (42 W. R. 354; 1894, 1 Q. B. 796). In that case the lease contained a proviso that if the rent should be in arrear, the lessor might forthwith determine the term by notice to quit. The rent was in arrear and notice to quit was given. It was held, however, that the claim to possession was substantially based on forfeiture, and that the premises could not be recovered upon a specially indorsed writ. In general, no doubt, forfeiture depends upon circumstances which are not the proper subject of summary proceedings; but an exception may well be made where the forfeiture is incurred by non-payment of rent, and one of the new rules accordingly incorporates this case in ord. 3, r. 6 (f), by adding words which enable the writ to be specially indorsed where the term has become liable to forfeiture for non-payment of rent. The tenant's statutory right to relief, however, is protected by a further rule which enables him, where judgment has been obtained under order 14, to obtain the same relief as if the judgment had been given after trial.

BEFORE THE next number of this journal reaches the hands of our readers, several important Acts of Parliament will have come into operation; and no doubt prosecutions under some of them will very soon follow and will be very numerous. The first of these requiring notice is the Larceny Act, 1901. This, it may be hoped, removes for ever from our criminal law the most serious blot upon its reputation. Under the law as it exists at present, many a person who misappropriates property entrusted to him for some purpose entirely escapes punishment; sometimes because there were no directions given him in writing as to the application of money; sometimes because he did not receive the property in the character of a banker, merchant, broker, attorney, or other agent *ejusdem generis*; and sometimes because it was money, and not a cheque or other security, which was entrusted to him. It was this state of the law which caused WILLIS, J., to say, in *Re Belloccontre* (39 W. R. 381; 1891, 2 Q. B. 122), "I cannot help saying that I share a certain feeling of humiliation, which my learned brother [CAVE, J.] has expressed, when one is obliged to confess formally to a neighbouring country that a great part of the atrocious things which have been done by this man are not punishable by English law. It does seem an extraordinary thing that a man, being entrusted with money by other people for investment, should be able to put it into his own pocket fraudulently and dishonestly, and yet commit no crime

punishable by English law." Under the new Act those who misappropriate other people's money will find it difficult to escape punishment in the way so many have done in the past.

THE YOUTHFUL OFFENDERS Act, 1901, makes some changes in the law which will probably prove extremely useful. It introduces a new feature into our law by giving a court of summary jurisdiction power to order the parent of the youthful offender to pay any fine, damages, or costs imposed upon a child or young person, whenever the court is satisfied that such parent has condoned to the commission of the offence by wilful default or by habitually neglecting to exercise due care of him. It also empowers the court to order the parent to give security for the future good conduct of his child. As a majority of the crimes committed by the young are probably due to bad bringing up, these provisions ought to have a most salutary effect. The Act also empowers magistrates, in remanding a youthful offender or committing him for trial, to give him into the custody of some fit person, instead of sending him to prison. The Factory and Workshop Act, 1901, is no doubt the most important piece of legislation of the first year of King Edward VII. It consolidates the law on the subject and makes some amendments. The Act contains 163 sections and seven schedules, and to give any kind of summary of the various offences which may be dealt with under its provisions would fill a small volume. The Intoxicating Liquors (Sale to Children) Act, 1901, repeals the Act of 1886 of the same title. It goes much further than the earlier Act, and increases both the age of the children protected and the amount of the penalty for an offence. This Act forbids a licensed person to sell or deliver, except at the residence or working-place of the purchaser, any description of intoxicating liquor to any person under fourteen years of age for consumption by any person either on or off the premises. An exception is made in the case of liquors sold or delivered in corked and sealed vessels in quantities not less than one pint for consumption off the premises. Any person who sends a child under fourteen to licensed premises to fetch liquor, except as allowed, is also made liable to punishment. It remains to be seen how far this will stop the universal custom amongst the working classes of sending children to the public-house for beer. There does not seem to be anything to prevent a parent sending a child with an empty bottle, instead of a jug, provided the publican, after filling the bottle, corks it and puts a bit of wax, or a piece of gummed paper, across the cork. It is to be hoped, however, that the inconvenience which will be caused to many respectable working people by this Act will be compensated by real advantage to the children.

IN THE CASE of *Surtess v. Woodhouse*, on the 21st inst. WALTON, J., had to consider the liability of a lessee under a covenant to pay outgoings, &c., to bear the cost apportioned to the demised premises of certain private street improvement works under the Private Streets Works Act, 1892, executed by the local authority. The plaintiff was bound by a covenant with the superior lessor to "pay and bear all present and future rates, taxes, duties, assessments, and outgoings charged upon the said premises or the owner or occupier in respect thereof"; and the defendant was, in the view of the learned judge, bound by his underlease from the plaintiff to perform this covenant and to indemnify the plaintiff in respect thereof. The works in question had been completed before the date of the underlease to the defendant, and upon their completion the costs became a charge on the premises, although they were not payable until the date (after the underlease) of the final apportionment: *Stoth v. Moakin* (1899, 2 Ch. 496). In the last-mentioned case the dispute as to the liability to pay the costs arose between vendor and purchaser, the works having been completed, and the charge on the premises having, therefore, taken effect, before the date on which the vendor contracted to sell free from incumbrances; the court, thereupon, held that the vendor was bound to discharge the costs. The defendant in the recent case attempted to apply this decision to his case by arguing that, the charge having taken effect before the underlease to him, it was the duty of his landlord to discharge it. But he clearly did not stand in



the same position as the purchaser in *Stock v. Meakin*; his covenant was to pay, and indemnify his landlord against, all present and future outgoings: the improvement expenses constituted an existing charge or outgoing at the date of the underlease, and WALTON, J., held that they fell within the covenant, and that the defendant was bound to pay them when, upon the final apportionment, they became actually payable.

THE JUDGMENT of the Judicial Committee of the Privy Council in *Mayor &c., of Fremantle v. Annois*, delivered by Lord MACNAGHTEN on the 21st inst., is rendered interesting by the clear exposition given of the law as to the rights of an individual who has suffered damage by the lawful exercise of powers conferred upon a public body for the general benefit. The action was brought against the appellant corporation in respect of the damage done to the respondent's house by the levelling of a roadway, the result of which was that the house was left on the edge of a cutting, with a drop of some 6ft. or 8ft. to the road. The Supreme Court of Western Australia held that there was a legal cause of action, although the work was done skillfully and for the benefit of the public under an Act which empowered the appellants to "make, alter, level, grade, and otherwise improve" public streets within their municipality, and which contained no provision for compensation in respect of any consequential injury. The law laid down by the older authorities, such as *British, &c., Manufacturers v. Meredith* (1792, 4 Term Rep. 794) and *Boulton v. Crowther* (1824, 2 B. & C. 703), is that if a body, acting in the execution of a public trust and for the public benefit, do, in a proper manner, an act which they are authorized by law to do, though the act works a special injury to an individual, that individual cannot maintain an action. The colonial court appear to have thought that the doctrine of these cases had been modified by the more recent decisions mentioned below. Lord MACNAGHTEN makes it clear that this is not so, and that the doctrine in question forms part of the settled law of England. In applying the doctrine to particular cases, it is, of course, material to consider whether the act complained of is authorized by the legislation from which the public body derives its authority. Thus in *Goddie v. Proprietors of the Bann Reservoir* (3 App. Cas. 430) the House of Lords held that an Act which authorized a body of persons to collect the waters of certain streams into a reservoir, for the purpose of securing a regular supply of water, did not free them from liability if, through a defect in their works, the reservoir overflowed and injured the adjoining lands. The two cases upon which the colonial court mainly relied were *Vernon v. St. James's Vestry* (16 Ch. D. 449) and *Metropolitan Asylum District v. Hill* (6 App. Cas. 193). In each of these cases a public authority had been empowered (but not required) by statute to do certain things (in the former case to erect urinals, in the latter to establish asylums for the sick poor), which might or might not constitute a nuisance to the owners of adjoining property. In each case the power had been exercised in such a way as to cause a nuisance, and it was held that the statute did not absolve the public authority from liability. These decisions do not in any way impeach the doctrine laid down by the earlier cases; the act done was not the necessary consequence of the statutory power; the power was in fact improperly exercised; the work was not done with "reasonable care to do no unnecessary damage" to others; and this is the obligation imposed upon a public authority in the execution of its statutory powers: see per COLLINS, L.J., in *Southwark, &c., Water Co. v. Wandsworth Board* (1898, 2 Ch., at p. 613).

EVERY revising barrister in England has probably had to deal with the question which came before the King's Bench Division recently in the case of *Kirkhouse v. Blakeney* (ante, p. 139). It has always been a question hard to answer, and has been dealt with in several different ways by various barristers. The question, shortly, is whether a man loses his right to vote, on the ground of parochial relief, because his wife or child is an inmate of a pauper lunatic asylum. The Representation of the People Act, 1832, as extended by the Act of 1867, provides that no person

shall be entitled to be registered in any year as a voter who in such year has "received parochial relief." The effect of this has, however, been mitigated by the Medical Relief Disqualification Removal Act, 1885, which makes a large number of the old decisions on the subject of no further value. This Act provides that no person shall be deprived of his right to vote on the ground that he has "received for himself or for any member of his family any medical or surgical assistance, or any medicine, at the expense of any poor rate." And it is further provided that "medical or surgical assistance" shall include "all matters and things supplied by or on the recommendation of the medical officer" having due authority. Now, no one is likely to argue that insanity is any less a disease than typhoid or phthisis. Therefore, when a member of a man's family is treated at a county asylum for a temporary attack of mental disease, he is protected by the Act of 1885 just as much as if the patient were being treated at the workhouse infirmary for some bodily disease. The case becomes different, however, where the patient is incurably insane and becomes a permanent inmate of the asylum. In *Kirkhouse v. Blakeney* the voter's wife was in this unhappy position, and the voter did not contribute anything to her support. Under these circumstances the revising barrister disallowed his claim to be on the register, and the court has refused to interfere with his decision, on the ground that it was a question of fact, and that the barrister's finding of fact should not be disturbed.

THE COURT has not, however, left the question entirely unanswered, for it has indicated certain lines on which the question of fact should be approached. It is clear, in the first place, that medical relief is none the less medical relief because a certain amount of ordinary maintenance is supplied as well as medicine; every patient in a hospital is, of course, fed and maintained. Where, however, a man's wife remains permanently in an asylum, and no payment whatever is made by the husband towards her support, the relief which he receives is more than medical relief, and has probably become ordinary relief. At all events, the man is "relieved" from the burden of maintaining his wife whom by law he is bound to maintain, and whether or not he is in receipt of medical relief or ordinary relief is a question of fact. The husband of an insane woman may be compelled to contribute to the support of his wife. If he does contribute to her support, even a small weekly sum, he may fairly be considered as not being in receipt of ordinary relief. If he contributes nothing, then, as his wife is being permanently maintained at the expense of the public, he may fairly be said to be receiving ordinary parochial relief. This is the effect of the judgment of the court. There are, however, many cases in which a working man, who pays nothing towards the support of his insane wife, is still a considerable loser, in a pecuniary sense, by her illness. The wife of a man with a number of young children becomes permanently insane. He has to pay and keep another woman to look after the children and his home, and the expense of this is a far greater burden upon him than would be the support of his wife. This man cannot afford to contribute to his wife's maintenance, and the magistrates will not make an order against him to so contribute. It is certainly hard on such a man to be branded as a pauper and deprived of his rights as a citizen, in addition to his greater misfortune. However, in a case like this, if the revising barrister could see his way to find as a fact that the man was not in receipt of ordinary relief (as it is submitted he could very reasonably find), probably the High Court would refuse to interfere with his finding.

A NICE question as to whether the conduct of a highway authority amounted to misfeasance or to nonfeasance only arose in *Bull v. The Mayor, &c., of Shoreditch*, in the Court of Appeal on the 14th inst. It is of course well settled that an accident or injury due to nonfeasance of a local authority gives rise to no claim for damages against them, while it is otherwise if they have been guilty of misfeasance. The distinction is well illustrated by *Cowley v. Newmarket Local Board* (1892, A. C. 345) and *Whyler v. Bingham Rural District Council* (1901, 1 Q. B. 45). In the former case a traveller was injured by

falling into a drop in the level of a road which drop had been made by a landowner and had not been repaired by the defendant authority; the action failed. In the *Bingham case* the defendants were held liable for an accident to a traveller who drove into a ditch at the side of a road, the fence which formerly protected the side of the road having been removed by the defendants. In the recent *Shoreditch case* the defendants had been laying sewers under one side of a road, and there was some evidence that this part of the road had not been properly filled in and was in a soft condition. On the other side of the road was a heap of rubbish, placed there, not by the defendants, but by some other person; the defendants knew of its existence, and did not fence or light it. The driver of a cab, to avoid the soft part of the road turned across it, and the cab was overturned on the heap, and the passenger, the plaintiff, was injured. DARLING, J., before whom the action was tried, held that there was no evidence of misfeasance, and gave judgment for the defendants at the conclusion of the plaintiff's case. The Court of Appeal, however, held that the learned judge had struck too soon, and sent the case down for a new trial. The evidence certainly seems to lend countenance to the view that the accident was partly due to the soft state of the road, which was the direct result of acts of the defendants, and it does not seem clear that the presence of the heap on the other side of the road was not due to the drainage operations, in which case the liability of the defendants would appear to be established by such cases as *Penny v. Wimbledon Urban District Council* (1899, 2 Q. B. 72). The line taken by DARLING, J., is apt to be dangerous; as MATHEW, L.J., pointed out, in such a case the longer way round is generally the shorter in the end.

#### THE FACTORIES ACT, 1901, AND THE WORKMEN'S COMPENSATION ACT, 1897.

To those familiar with the Workmen's Compensation Act, and with the many curious problems to which the singular application to that Act of the fashion of legislation by reference has given rise, it will not appear incongruous to see the above Acts put together as the subject for an article. For it is not too much to say that the most difficult questions to which the Workmen's Compensation Act has given rise are in connection with the definition of "factories" in section 7 (2) of that Act which by reference incorporated the elaborate definitions of "factory" contained in the numerous Factory and Workshop Acts then in force. A glance at the reported cases during the past legal year will amply bear out this contention. It will be seen, moreover, that the class of questions which has given rise to the greatest storm of controversy, and the widest divergence of opinion, is that which refers to accidents which happen in the course of employment in docks, more especially the knotty point recently dealt with by the House of Lords in *Raine v. Jobson* (1901, A. C. 404), how far a ship in a dock is to be considered a part of the dock for the purposes of the Workmen's Compensation Act. Both the Scotch courts and the English Court of Appeal, but particularly the former, consistently refused to allow the contention that a ship in a dock became for the purposes of the Act part of the dock, and therefore a "factory" to which the Act applied.

Now it does not appear to have been sufficiently prominently noticed that the new consolidating Factories Act passed last session—the Factory and Workshop Act, 1901 (1 Edw. 7, c. 22)—has, so to speak, by a side wind, effected some very important extensions of the Workmen's Compensation Act, 1897, and done a good deal to simplify what one may describe as the inter-working of the two Acts. It is certainly a curious result of the new system of legislation by reference that such amendments should be made, not directly, but indirectly by a consolidating and amending Factory Act. But such is the case, and, as it is doubtful if the far-reaching character of these amendments is as widely appreciated as is desirable, it is desired to draw attention in some little detail to the differences between the provisions of the new Factory and Workshop Act and of the Acts it consolidates so far as they affect the Workmen's Compensation Act, and to consider the legal results of such amendments upon a workman's claim to be compensated under that Act.

To begin with, the definition of "factory" in section 7 (2), which has hitherto run "Factory has the same meaning as in the Factory and Workshop Acts, 1878 to 1891, and also includes any dock, wharf, quay, warehouse, machinery, or plant, to which any provision of the Factory Acts is applied by the Factory and Workshop Act, 1895, . . ." must now be read as if the Factory and Workshop Act, 1901, were alone referred to. For it will be remembered that by the Interpretation Act, 1889, s. 38 (1), it is provided that: "Where any Act passed after the commencement of this Act repeals and re-enacts, with or without modifications, any provisions in a former Act, references in any other Act to the provisions so repealed shall, unless the contrary intention appears, be construed as references to the provisions re-enacted." Thus throughout the Workmen's Compensation Act wherever any of the old Factory Acts is referred to the new Act of 1901 must be read into the statute in place of it.

Upon referring to section 149 (1) of the Factory and Workshop Act, 1901, which is the main definition section so far as "factory" is concerned, and comparing it with the provisions of the old Acts which it replaces, it will be found that, so far as it affects the Workmen's Compensation Act, there are not many substantial amendments or additions which require notice. But it is not only the works and premises included in section 149 which constitute factories for the purposes of the Act, for section 104 of the Factory and Workshop Act, 1901, also applies certain provisions of that Act to other premises and makes them "factories." This section 104 replaces section 23 of the Factory and Workshop Act, 1895, and it is here that there will be found important amendments by way of addition and omission which are worth detailed notice. It will assist to a clearer appreciation of them to set side by side, so far as is material for the present purpose, the old and new sections. Both sections begin by stating that certain provisions of their respective Acts shall have effect, and proceed thus:

##### Section 23 of the Act of 1895.

"As if every dock, wharf, quay, and warehouse, and, so far as relates to the process of loading or unloading therefrom or thereto, all machinery and plant used in that process . . . were included in the word 'factory.'"

##### Section 104 of the Act of 1901.

"As if every dock, wharf, quay, and warehouse, and all machinery or plant used in the process of loading or unloading or coaling any ship in any dock, harbour, or canal were included in the word 'factory'; and

"(2) For the purposes of this section the expression 'plant' includes any gangway or ladder used by any person employed to load or unload or coal a ship, and the expressions 'ship' and 'harbour' have the same meaning as in the Merchant Shipping Act, 1894."

Upon a comparison of these sections it will be observed that section 104 of the Act of 1901 differs from section 23 of the Act of 1895 in the following important respects: (a) the limiting words, "so far as relates to the process of loading and unloading therefrom or thereto," are omitted; (b) the enlarging words, "or coaling any ship in any dock, harbour, or canal," are added; (c) a new sub-section defining "plant," "ship," and "harbour" is inserted.

Perhaps the most important alteration is to be found in the omission of the words "so far as relates to the process of loading and unloading therefrom or thereto." These words have given rise to a great deal of litigation in workmen's compensation cases, and to much over-refinement as to the precise moment at which it could be said that the process of loading or unloading from or to the dock, &c., was at an end—as, for instance, in *Stuart v. Nunn* (49 W. R. 636) and other cases. Moreover, now, the many difficult questions as to whether the loading was or was not going on from or to a dock, &c., where there were lighters in use, can no longer arise. Now whether the loading or unloading is proceeding from a lighter into a ship, as in *Hennessy v. McCabe* (48 W. R. 231), or from a ship into a lighter, as in *Flowers v. Chambers* (1899, 2 Q. B. 142) is a matter of indifference, and the many decisions which are based on the fact that the position of the machinery is the determining factor are obsolete, and it is no longer of importance whether the loading or unloading is taking place by the ship's own machinery, as in *Lysons v. Knowles* (49 W. R. 636) and *Peters v. Aberdeen Steam Trawling Co.* (a Scotch case), or by machinery upon a dock or quay as in *Woodham v. The Atlantic*



*Transport Co.* (47 W. R. 106), or, again, by machinery upon a lighter, as in another Scotch case of *Laing v. Young* (3 F. 31).

The addition of the word "coaling" puts an end to any chance of litigation arising as to whether "coaling" was a process of "loading," which, in the popular sense of the word, it certainly is not, and has the effect of bringing within the scope of the Act a large class of labourers whose work exposes them greatly to the risk of personal injury by accident.

One of the most litigated questions which arose upon the definition of "factory" in section 7 (2) of the Act, and the wording of the old section 23 of the Factory and Workshop Act, 1895, was the extent to which, if at all, a ship could become a "factory" within the Workmen's Compensation Act. The Scotch courts, as has been remarked, have consistently refused to yield to the argument that the Act was applicable to accidents which happened on shipboard in a dock, and which in all other respects fulfilled the requirements of the Act. The point did not for some time come up clearly for decision in the English courts, but the new words "any ship in any dock, harbour, or canal" in section 104 of the Factory and Workshop Act, 1901, were designed to clear up the doubts which had arisen. Meanwhile the House of Lords in *Raine v. Jobson* (49 W. R. 705) held that a ship in a dock becomes practically a part of a dock and therefore is a factory for the purposes of the Act.

But section 104 carries the matter rather further than this decision. For under section 23 of the Act of 1895, as interpreted in *Raine v. Jobson*, there could only be brought within the scope of the Workmen's Compensation Act ships engaged in loading or unloading in a dock, or at a wharf or quay, but by section 104 there will also be brought within the Act ships which are being loaded or unloaded or coaled by machinery or plant in any "harbour" or "canal." The importance of this is more fully appreciated when reference is made to the definition of "harbour" in the Merchant Shipping Act, 1894, which is by sub-section 2 of section 104 to be the meaning of harbour in sub-section 1. By section 742 of the Merchant Shipping Act, 1894, "harbour" is to include "harbours properly so-called, whether natural or artificial, navigable rivers, piers, jetties, and other works in or at which ships can obtain shelter, or ship and unship goods or passengers." The comprehensiveness of this definition will certainly bring within the Act cases which have hitherto been considered quite outside it.

The last important point to notice is the definition of "plant" in sub-section 2. There has been a tendency in many of the cases to restrict the meaning of plant within very narrow limits, and strictly to things actually used in the process of loading or unloading. The cases of *Medd v. Melver* (1899, 15 T. L. R. ) and *Merrill v. Wilson* (49 W. R. 161), where it was held that neither gangway doors nor a gangway between ship and dock were within the term, are illustrative of this tendency. Such decisions are hardly possible now on the words of sub-section 2, which make "plant" include any gangway or ladder used by any person employed in loading, unloading, or coaling.

The effect of the alterations made by section 104 may perhaps be summed up in saying that it has practically extended the benefits of the Workmen's Compensation Act to all dock labourers. The decision in *Raine v. Jobson* did much to effect this, and now section 104 has completed the work. But, whether or not this is the true interpretation to put upon the section as it now stands, a reference to the reports of the proceedings in Committee on the Bill shews clearly that this was the intention of the framers of the section, and it certainly seems as if they had used apt words to give effect to it. In the case of *Bartell v. Gray* (ante, p. 67) the effect of *Raine v. Jobson* is already seen in the fact that the employer has shifted his ground of defence, and relies on the contention (unsuccessfully as it proved) that a ship repairer engaged in repairing a ship in dock is not an occupier of the ship within section 23 of the Factory Act, 1895. The effect of section 104 in its wider aspects noticed here has yet to be the subject of judicial decision. If the views here put forward are well founded, the Legislature has thought fit to effect by amendments of the factory law a considerable extension of the Workmen's Compensation Act. A method of legislation which can scarcely be described as convenient.

## REVIEWS.

### ANNEXATION.

THE LAW AND POLICY OF ANNEXATION. WITH SPECIAL REFERENCE TO THE PHILIPPINES. TOGETHER WITH OBSERVATIONS ON THE STATUS OF CUBA. By CARMAN F. RANDOLPH, of the New York Bar. Longmans, Green, & Co.

This book deals soberly and seriously with a subject of great political and legal importance. The result of the American-Spanish war was to transfer from Spain to the United States the neighbouring islands of Cuba and Porto Rico and also, in the Far East, the Philippine Islands. But it at once became a grave question whether the acquisition of these new territories did not involve as a necessary consequence that they should be admitted ultimately, if not immediately, to the full rights of the Union. An attempt has been made to treat them as at once foreign and American—under American sovereignty, but excluded from the rights which the Constitution is supposed to confer on American territory. This is exemplified in the duties which it has been sought to impose on goods from Porto Rico and the Philippines. Against such a policy Mr. Randolph strongly protests, and his argument, that accession to the American Union carries with it all the commercial privileges of the Union, has been affirmed by the recent decision of the Supreme Court declaring the duties to be illegal. But Mr. Randolph does not leave the argument here. Finding that accession of foreign and uncongenial elements means their complete incorporation, he boldly declares against this policy. "The annexation of the Philippines," he says, "is not a cross to be borne—which seems the best that can be said for it. It is a blunder to be retrieved." He insists that America should abide steadily by the Monroe doctrine, and decline to follow the policy "of territorial aggrandisement as active as opportunity permits," which is the characteristic, in his view, of a "world power." This involves the abandonment of the Philippines, towards which it is suggested a first step can be taken by reducing the American sovereignty to a protectorate, and, in concert with the other maritime powers, declaring the islands neutral territory. The book is well worthy of perusal at the present time, and Mr. Randolph aptly reminds his readers that the republic was founded upon the principle that governments "derive their just powers from the consent of the governed."

### CONVEYANCING.

PRACTICAL CONVEYANCING. By WALTER STRACHAN, Barrister-at-Law. Stevens & Sons (Limited).

This book is the outcome of lectures recently given at the instance of the Bristol Incorporated Law Society, and its general object is to afford assistance in the practical work of drafting such documents as usually occur in conveyancing practice. The student will not use the work long without realizing that this object has been successfully attained. Mr. Strachan is not above giving a useful reminder as to small details. He insists, for instance, on the importance of seeing that a copy of every plan accompanies the abstract and is marked with the date of the document to which it refers. So again the student cannot fail to read his comments on the usual conditions of sale without gaining much light on the reasons which underlie them. Throughout the book there is enough reference to the cases to illustrate the text without overloading it. A student who has first acquired a fair knowledge of real property law will gain useful hints by having this work at hand when he starts on actual conveyancing.

### TITLE TO REALTY.

ON THE NATURE AND EVIDENCE OF TITLE TO REALTY: A HISTORICAL SKETCH, BEING THE YORKE PRIZE ESSAY (1898), UNIVERSITY OF CAMBRIDGE. By RICHARD C. MACLAURIN, M.A., LL.M., of Lincoln's Inn. C. J. Clay & Sons, Cambridge University Press.

This book covers a wide field. It attempts to present a history of title to realty from the earliest times to the end of the nineteenth century. For the periods previous to and immediately following the Conquest numerous original documents are introduced by way of illustration, and these should be interesting to the student, young or old, who is carrying his researches so far back. But coming to modern times, the book does not seem to have any special significance. Chapter VIII, for instance, which deals with the period from 1833 down to the present time, is no more than a very common-place resumé of modern legislation affecting real property. It represents the note-book of a specially careful student, but no more.

### BOOKS RECEIVED.

The Yearly County Court Practice, 1902. By G. PITT-LEWIS, K.C., Recorder of Poole; Sir C. ARNOLD WHITE, Barrister-at-Law, Chief

Justice of Madras; and ARCHIBALD READ, B.A., Barrister-at-Law. The Chapter on Costs and the Precedents of Costs, by Mr. MORTEN TURNER, Registrar of the Watford County Court. In Two Volumes. Butterworth & Co; Shaw & Sons.

The Annual County Court Practice, 1902. Founded on Pollock and Nicol's and Heywood's Practices of the County Courts. Two Volumes. Containing the Jurisdiction and Practice under the County Courts Act, the Bills of Exchange Act, the Employers' Liability Act, and the Workmen's Compensation Acts, and the Statutes, Rules of Practice, Forms and Tables of Fees and Costs. By WILLIAM CECIL SMYLY, K.C., Judge of County Courts; assisted by WILLIAM JAMES BROOKS, Barrister-at-Law. Sweet & Maxwell (Limited); Stevens & Sons (Limited).

## CORRESPONDENCE.

### FIRE INSURANCE AS BETWEEN VENDOR AND PURCHASER.

[To the Editor of the Solicitors' Journal.]

Sir,—As you were good enough to notice my paper on this subject in your issue of the 12th of October last, I think you may like to know that I have since seen the secretary in London of the Royal, and the secretary of the Law Fire Insurance Companies. These gentlemen kindly went into the matter thoroughly, and though it is not, I find, probable that the companies will alter their form of condition, they say that they will always be willing, on the occasion of a purchase, to accept a small deposit and issue a cover note which would hold a purchaser protected pending completion of his purchase; and that if, through any cause, the purchase went off, only a short period charge would be made for any term within six months.

As the law now stands, this is probably the wisest course for a purchaser of house property to adopt. It cannot be too thoroughly impressed upon purchasers that the responsibility for loss by fire rests upon them as from the date of their contract; and that they should, after signing a contract, take it to their solicitor without delay, instead of keeping the document in their pocket for a week or more, as is sometimes done.

REGINALD POOLE.

16, Devonshire-square, Bishopsgate, Dec. 21.

## NEW ORDERS, &c.

### SUPREME COURT TAXING OFFICE.

REGULATIONS TO COME INTO FORCE ON THE 11TH OF JANUARY, 1902.

(1) The Judgment, Order or other authority for taxation (hereinafter called the Judgment) is, in any case not already referred to a Master, to be lodged with the Sitting Master.

(2) Taxations under Order XIV. and other short and urgent taxations from the King's Bench Division will be disposed of by the Sitting Master day by day.

(3) Where practicable the bills in such cases with the Judgment are to be left with the Sitting Master not later than the day before the day on which it is desired to tax. Bills will be entered according to priority of lodging in the next day's list, which will be issued on the previous evening. The hour for which notice of taxation is to be given will be fixed when the bill is left, and notice of taxation is then forthwith to be given pursuant to Order 65, Rule 16.

(4) In cases where it is not practicable to comply with Regulation 3, short and urgent cases will be taken by the Sitting Master after the day's list has been disposed of. In such cases notice of taxation pursuant to Order 65, Rule 16, is to be given for 1 p.m. on the following day.

(5) All other cases will be referred by the Sitting Master to the Masters in rotation. In any case so referred in which an immediate taxation is requisite, the Master to whom it is referred will, on application by the Solicitor having the conduct of the taxation, fix an early appointment for the taxation, and will give notice to the parties of the appointment.

These Regulations apply to all taxations in the Supreme Court Taxing Office.

BY ORDER.

The Times gives the following extract from its issue of the 23rd of December, 1901: "The Lawyers do not seem to have been much scratched by the war, or if they have been so, the peace has effectually recovered them. Lord Kenyon's Paper in London, these Sittings, contains 174 Causes—Lord Alvanley's 100."

The judges, Wills and Bucknill, JJ., have fixed the following commission days for the Winter Assizes on the Northern Circuit: Appleby, Thursday, the 16th of January; Carlisle, Saturday, the 18th of January; Lancaster, Thursday, the 23rd of January; Manchester, Monday, the 27th of January; Liverpool, Wednesday, the 13th of February. Wills, J., will not join the circuit until Manchester is reached.

## CASES OF LAST SITTINGS.

### Court of Appeal.

Re SIR ELLIS ASHMEAD-BARTLETT. No. 2. 20th Dec.

BANKRUPTCY—SCHEME OF ARRANGEMENT—SANCTION OF THE COURT—WITHDRAWAL OF PROOFS—DECLARATION OF TRUST—CONDUCT OF DEBTOR—BANKRUPTCY ACT, 1890, s. 3.

This was an appeal from the decision of Mr. Registrar Linklater, sanctioning a scheme of arrangement approved of by the creditors other than Mr. Seal. The scheme provided, in effect, for security being given for the payment of 7s. 6d. in the pound to the creditors not withdrawing or releasing their claims, and for the vesting of the debtor's estate (if any) in a trustee, with a view to the payment (*inter alia*) of dividends in excess of 7s. 6d. in the pound, should the realization be permitted. The debtor's unsecured liabilities at the date of the receiving order, which had been made on the 21st of May, 1901, were estimated by the official receiver at £89,967 16s. 10d., and the assets, which consisted of the debtor's interest in certain concessions obtained from the Turkish Government, were estimated by the debtor to produce £27,500. The trustee under the scheme was to be at liberty to join in the sale of these interests to a company, in consideration of the allotment of shares, which shares he might transfer or cause to be allotted to the creditors in satisfaction of the unpaid balances of their claims. So far, however, as the official receiver could ascertain, the debtor had, for valuable consideration, parted with his interests in the concessions by two indentures dated respectively the 3rd of December, 1898, and the 10th of August, 1899. Absolute and unconditional withdrawals under seal had been executed by the following creditors: Mr. Burdett-Coutts, £42,662 16s. 3d.; Mr. W. F. D. Smith and another, £5,900; the executors of C. H. Wainwright, deceased, and another, £1,722 0s. 11d.; and the executors of T. Fielden, deceased, £2,783 4s.; making in all £53,068 1s. 2d. Sums of £5,000 and £1,800 had been deposited to secure the payment of 7s. 6d. in the pound to the creditors not withdrawing or releasing their claims, and these sums were reported to be sufficient for the purpose. With regard to the releases of £2,783 4s. and £1,722 0s. 11d., mentioned above, it appeared that the debtor's brother had executed a declaration of trust under which the creditors having those claims—namely, Fielden's executors and Wainwright's executors, might derive some pecuniary benefit from him. Mr. Seal appealed from the registrar's decision on the grounds that the scheme was not reasonable and not calculated to benefit the general body of creditors; that it did not provide for payment of not less than 7s. 6d. in the pound on all the unsecured debts; that the conduct of the debtor was not such as to justify the exercise of the registrar's discretion in his favour; and that the withdrawals of debts had been obtained by alleged secret promises of the debtor to pay the withdrawing creditors sums in excess of the composition payable under the scheme.

THE COURT (VAUGHAN WILLIAMS, ROMER, and COLEMAN-HARDY, LJJ.) dismissed the appeal.

VAUGHAN WILLIAMS, L.J., said there were only two points to be dealt with. The first and the only serious point suggested was that the scheme ought not to be approved because of the declaration of trust which had been given to the two creditors who had withdrawn their proofs, that is to say, released their debts; and it was said that the effect of that declaration of trust given to those two creditors who had withdrawn their proofs was to put them in a better position than the other creditors, because the realizable value of the property comprised in that declaration of trust would have given the general body of creditors something more. Now, if upon the evidence one had to come to the conclusion that the debtor, for the purpose of getting this scheme approved, had, in the interest of those two creditors, in consideration of their withdrawing their proofs, offered them terms which might be better than those submitted to the other creditors, his lordship would say that, if the two creditors accepted those terms, and then withdrew their proofs, that would be a very good reason indeed for the court to interfere. But upon the facts of this case that did not appear to be so, and, therefore, the objection on that ground failed. There had been no bargain made by the debtor so as to obtain the sanction of the court to the scheme. His lordship was not satisfied that the arrangement which had been made by the two creditors which the debtor's brother was one which he (the debtor) had knowledge of at all. Accordingly, the decision of the registrar was not open to review on that ground. But another point was made—namely, upon the effect of section 3 of the Bankruptcy Act, 1890. Sub-section 9 was as follows: "If any facts are proved on proof of which the court would be required either to refuse, suspend, or attach conditions to the debtor's discharge were he adjudged bankrupt, the court shall refuse to approve the proposal (for a composition or a scheme of arrangement), unless it provides reasonable security for payment of not less than 7s. 6d. in the pound on all the unsecured debts provable against the debtor's estate." It was said that the court ought to read that sub-section as referring, not to such debts as were now provable, but to those which were provable at the moment the receiving order was made. His lordship thought that would be an unnatural meaning to give to the words. In his opinion it would be a very unnatural construction of the latter part of the sub-section to say that it applied to any debts whatsoever except those which continued to be provable at the moment the scheme came up for approval. Dealing with a more general matter, it was said that the court ought to refuse to sanction this scheme because of the debtor's conduct. His lordship did not say that a debtor might not be guilty of such misconduct, leading, it might be, to a receiving order being made against him; and it would be contrary to public policy under such circumstances to allow a scheme to



be sanctioned, even if the creditors approved of it. But here the only misconduct was that the debtor had been guilty of rash and hazardous speculations. Sub-section 9 of section 3 of the Act showed that, where the facts were such that the discharge must be suspended or refused, the court must refuse to sanction the scheme. There might be a case in which the debtor had embarked in rash and hazardous speculations of such a character that it would be against public policy, as in the case of a confirmed gambler, to allow his discharge at all. But that was not the case here. Under the circumstances of this case, the court must hold that the registrar had exercised his discretion properly, and the appeal must therefore be dismissed with costs.—COUNSEL, *Macaskie, K.C., and Thorne Drury; Red, K.C., and Muir Mackenzie; G. F. Hart; Sir E. Carson, S.G., and Sutton.* SOLICITORS, *Seal & Edgewood; Needham, Tyer, & Barrow; Watson & Wilson.*

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

**HOME AND COLONIAL STORES (LIM.) v. COLLS.** No. 2. 20th Dec.  
LIGHT—PRESCRIPTION—EXTENT OF RIGHT—SUBSTANTIAL INTERFERENCE—SUBSTANTIAL DAMAGE.

This was an appeal from the decision of Joyce, J. The plaintiffs were entitled for the residue of a term, having about seventeen years unexpired, to a block of buildings on the east side of Paul-street, at the corner between that street and Worship-street, which runs westward from Paul-street, so that the plaintiffs' building had a west front to Paul-street and a south front of about 150 feet in length to Worship-street. Worship-street is a tolerably broad street, being about forty-one feet across. Opposite a portion of the south front of the plaintiffs' premises in Worship-street was the site of some buildings recently removed which was about thirty-six feet in width and numbered 44 in the street. The buildings which formerly stood on this site were 19ft. 6in. in height, and the defendant had entered into a building agreement to erect on this site a building which if erected would be forty-two feet in height. On the west of the defendant's premises, and at the corner between the south side of Worship-street and the east side of Wilson-street there was a public-house thirty-three feet in height, and none of the buildings in Worship-street on the east of the defendant's premises exceeded that height. The portion of the ground floor of the plaintiffs' building which was opposite the defendant's premises was used as an office, and consisted of a large room 11ft. 10in. high and of unusual depth, the back wall being upwards of fifty feet from the Worship-street front, and it had no window nor source of natural light at the back. This room contained several desks used by about ninety clerks in the employment of the plaintiffs for the purposes of their business. Joyce, J., held upon the evidence that plaintiffs' premises would still after the erection of the defendant's building be well and sufficiently lighted for all ordinary purposes, and that the action therefore failed. He also thought that the decision of Wright, J., in *Warren v. Brown* (1900, 2 Q. B. 722) (which has since been reversed) ought to govern the present case. Thereupon the plaintiffs gave notice of appeal, and the defendant proceeded with the completion of his building.

THE COURT (VAUGHAN WILLIAMS, ROMER, and COZENS-HARDY, L.J.J.) allowed the appeal. The action was tried by Joyce, J., in December, 1900. This was important, because at that date it had been laid down by Wright, J., in *Warren v. Brown* that the owner or occupier of a house had no right of action so long as he had left to him so much light as was ordinarily required for habitation or business, even though he had been deprived of a substantial amount of light, and had thereby suffered substantial damage. This view of the law was adopted by Joyce, J. But the decision of Wright, J., had been reversed, and the true rule of law with reference to the interference with ancient lights had been laid down thus: "If ancient lights are interfered with substantially and real damage thereby ensues to tenant or owner, then that tenant or owner is entitled to relief." In that sentence "substantial" does not indicate any particular percentage. Without substantial interference there is no right of action, and in addition, in order to obtain an injunction, the plaintiff must establish substantial injury suffered or threatened. There is no standard or fixed amount of light to which alone a plaintiff is entitled. He must not be fanciful or fastidious. He must recognize the necessity of give and take in matters of this nature. But there may be real damage to the owner or occupier of a building used for particular purposes, though there would be no real damage if the building were not used for such purposes. The difficulty of applying the rule in a *quia timet* action may well induce the court to scan the plaintiff's evidence with severity, especially where an angle of forty-five degrees is left. It is settled that there is no rule of law that a man may always build up to an angle of forty-five degrees, but in judging of the probable effect of a proposed building the court may not unreasonably regard the fact that an angle of forty-five degrees is left as *prima facie* evidence that there will be no substantial interference, and may require this presumption to be clearly rebutted by satisfactory evidence. That seemed to be the result of the authorities. It was said that the proposed new building would not affect the selling or letting value of the plaintiffs' premises. But the plaintiffs were neither vendors nor lessors. They were occupiers, and their only desire was to use the premises for the same purposes as heretofore and with the same advantages. And it was impossible to hold that they would not suffer real damage if they had to consume and pay for more electric light than hitherto. In their lordships' opinion, on the balance of evidence, substantial interference and real damage would result from the defendant's new building, and the proper form of judgment in the court below would have been to grant an injunction in the settled form known as the *Yates v. Jack* form. Their lordships therefore allowed the appeal and granted a mandatory injunction.—COUNSEL, *Hughes, K.C., and W. B. Vernon; Bray, K.C., Leigh*

*Clare, and A. B. Nutter.* SOLICITORS, *Slaughter & May; Hyde, Tandy, Mahon, & Sayer.*

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

**High Court—Chancery Division.**

**Re ALDAM'S SETTLEMENT.** Byrnie, J. 20th Nov.

MINES AND MINERALS—TENANT FOR LIFE AND INFANT REMAINDERMAN SUBJECT TO BE DEFEATED BY POWER OF APPOINTMENT, WITH LIMITATIONS OVER—LEASE—MINIMUM RENT—FINE—WAYLEAVE—SETTLED LAND ACTS 1882-1890.

This was an application by the tenant for life under the Settled Land Acts, 1882 to 1890, for the authorization by the court of a lease bearing date the 13th of February, 1890, and made between himself and the Dalton Main Collieries (Limited), whereby he agreed to lease a seam of coal to the company for sixty years. The clauses in the agreement to which exception was taken were the following: "(3) The royalty or average rent shall be at the rate of £30 per foot per acre, but due allowance shall be made for bad, faulty, or unworkable coal," &c. The lessees shall also pay a similar royalty rent "for all coal and slack other than the Barnsley thick seam got on the drifting," &c. "(4) The minimum or certain rent is to be for the first year, nil; for the second year, 2s. 6d. per acre; for the third year, 5s. per acre; for the fourth year, 10s. per acre; and for the fifth and each remaining year, £1 per acre, &c. (5) Undergetting may be made up at any time during the term. (6) When all saleable coals shall have been worked or paid for, a nominal rent of 10s. shall be paid for the remainder of the term in substitution for the royalty and minimum rents. (9) No wayleave rent is to be paid for any other part of the Barnsley thick seam of coal under any other land in the parish of Wickensley." The settled estate stood limited to the applicant for life without impeachment of waste, and after his death to such of his children for such estates in tail or such lesser estate as he should by will appoint and in default to the infant respondent for life with remainders over. The case *Re Lowther's Settled Estate*, referred to in MacSwiney's *Mines and Minerals*, p. 178, was cited and considered in the judgment.

BYRNE, J., held that if the present had been a simple case between tenant for life and persons absolutely entitled in remainder, he might have seen his way to hold that no part of the rent received during the first four years ought to be treated as a fine, but in the present case, should the tenant for life die within a year without making any appointment the infant tenant for life would apparently, until the maximum rent became payable, be in receipt of less than he would have received had a uniform minimum rent been reserved. If, however, a small though substantial minimum rent were reserved for the first year and if the greatest minimum rent the £1 per acre were made payable as from the beginning of the fifth year or from the death of the tenant for life, whichever event might be earlier, that might be allowed. There was no objection to the reservation of a rising minimum rent if it was equal or (in the simple case of tenant for life and remaindermen absolutely entitled) if it increased after the death of the tenant for life. The other questions raised were whether or not the tenant for life had power to insert a power for the ceasing of the minimum rent when the coal had been worked, and whether the lease might contain a wayleave for foreign coal to continue after ceasing of the minimum rent at a nominal rent. It was not proposed that any separate rent should be granted in respect of the wayleave. In their present form, therefore, the clauses could not be supported, and ought not to be sanctioned by the court under section 17, sub-section 1, of the Settled Land Act, 1882. If a separate and properly ascertained rent were to be reserved for the wayleave during the whole time of its enjoyment there might be no objection.—COUNSEL, *Dixon; Bristows.* SOLICITORS, *Richard Smith & Sons.*

[Reported by J. ARTHUR PRICE, Barrister-at-Law.]

**BENNETT v. STONE AND OTHERS.** Buckley, J. 12th and 13th Nov.

VENDOR AND PURCHASER—INTEREST ON PURCHASE-MONEY—WILFUL DEFAULT—HONEST MISTAKE BY VENDOR AS TO MATTERS OF CONVEYANCE—COMMON ACCOUNT OF RENTS AND PROFITS.

Adjourned summons. By an agreement dated the 26th of September, 1899, the defendants agreed to sell to the plaintiff the Stoneleigh Estate for £75,000, of which £1,000 was to be paid by way of deposit on the signing of the agreement, and the residue on the 2nd of January, 1899. One of the conditions was that, if from any cause whatever other than wilful default on the part of the vendor the completion of the purchase should be delayed beyond that day, and the agreement should not be cancelled and the deposit forfeited by the vendor, the purchase-money should bear interest at 5 per cent. from that day to the actual payment thereof. The deposit of £1,000 was paid, but the purchase was not completed on the day named. The draft conveyance furnished by the plaintiff contained words securing to him the benefit of covenants, which had been entered into by one Cunliff with the defendants, to do certain things with respect to the land. The defendants added to this clause words restricting this assurance by stating that they did not warrant that the covenants could be exercised by their assigns. The plaintiff objected to this, and commenced an action for specific performance. Buckley, J., held that the defendants were wrong in insisting on the addition of these words, and decreed specific performance. The order contained a direction that interest, if any, be computed at 5 per cent. or at such lower rate of interest as the same might be reducible to under the contract on £74,000 from the 2nd of January, 1899, to the date of actual payment, and also for an account of rents and profits received for

the use of the defendant since that date. By the master's certificate the amount of interest due was found to be £8,661 12s. 6d. He also certified that the defendants had received on account of rents and profits of the estate £776 18s., and that they had paid or were entitled to be allowed on account thereof £1,797 6s. 10d. Included in the sum of £1,797 6s. 10d. was a sum paid by the defendants to an outgoing tenant in respect of tenant rights; the residue represented losses incurred by the defendants in farming the estate themselves—they having made no effort to find a yearly tenant for it. The plaintiff thereupon took out the present summons, which was to vary the certificate (1) by disallowing the sums allowed as interest; (2) by disallowing such of the sums included in the £1,797 6s. 10d. as represented the sum paid in respect of tenant rights and losses incurred in farming the estate; and (3) if interest were allowed by fixing an occupation rent and charging the defendants therewith. On the question of interest it was contended on behalf of the plaintiff, on the authority of *Re Young and Harston's Contract* (31 Ch. D. 163), that the defendants had been guilty of wilful default inasmuch as they had obstructed the completion of the contract. The following cases were cited as shewing that the rule that delay caused by the mistake of a vendor in relation to matters of title is not a wilful default does not apply where the mistake is in relation to a matter of conveyance: *De Visme v. De Visme* (1 M. & G. 336), *Sherwin v. Shakespeare* (5 D. M. G. 517), *Re Helting and Merton's Contract* (1893, 3 Ch. 269), *Re Mayor of London and Tubbs' Contract* (1894, 2 Ch. 524), *Re Wilson and Stevens' Contract* (1894, 3 Ch. 546), *Re Wood and Lewis' Contract* (1898, 2 Ch. 211), and *North v. Percival* (1898, 2 Ch. 128). For the defendants it was contended that a vendor is not guilty of wilful default unless he does not do something, the not doing of which he knows will be a default, and that an innocent mistake by the vendor relating to a matter of conveyance is not a wilful default. On the other questions it was contended for the plaintiff that the defendants ought to have tried to have found a yearly tenant, and that the plaintiff ought not to be charged with losses incurred in carrying on the business of farming. *Phillips v. Silester* (8 Ch. App. 173) and *Earl of Eymont v. Smith* (6 Ch. D. 469) were cited. For the defendants it was contended that in an account of rents and profits which was not on a footing of wilful default, the defendants could not be charged with an occupation rent, and that the sums included in the £1,797 6s. 10d. ought to be allowed, either on the ground that they were just allowances or on the ground of salvage.

BUCKLEY, J., after stating the facts, said that Bowen, L.J.'s, definition of the words "wilful" and "default" in *Re Young and Harston's Contract* was modified by Lindley, L.J., in *Re Mayor of London and Tubbs' Contract*. By wilful default was meant that the vendor, being a free agent and in a position to do one of two acts, chooses to do one and not to do the other. Default included the case where the vendor, owing to the purchaser the duty to act reasonably in all matters relating to completion, does an act in breach of that duty. The vendor owed to the purchaser, among other things, the duty of acquainting himself with all the material facts, and it would be a breach of his duty if, knowing the facts, he elected to do an act which was not reasonable, or if he neglected to acquaint himself with the facts, and consequently did an act which was not reasonable. It was not necessary to shew intentional delay or wilful obstruction, but it was necessary to shew that the vendor had committed an act of default. That was not satisfied by shewing that, by mistake or oversight, he had done or omitted to do something which he ought to have done. His lordship then reviewed the cases and said that in each case where it had been held that there was wilful default the vendor had done an act which was not a reasonable act to do with a view to completion. In the cases where it was held that there was not wilful default, the ground of the decision was, not that the vendor had made a mistake as to his title, but that he had made an honest mistake: *Re Mayor of London and Tubbs' Contract*. His lordship then held that the defendants had made an honest mistake, and therefore declined to vary the certificate in respect of the interest. In regard to the other questions raised by the summons, he held that, this being an account of rents and profits not on the footing of wilful default, the defendants were liable only for rents and profits actually received, were not bound to let the lands, and were therefore not chargeable with an occupation rent. On the other hand, they could not charge the plaintiff with the losses incurred in carrying on a business, and therefore such of the items included in the £1,797 6s. 10d. as represented losses incurred by the defendants in farming the estate themselves (exclusive of the amount paid in respect of tenant rights) must be disallowed.—COUNSEL, H. Terrell, K.C., and Sheldon; Astbury, K.C., and Dunham. SOLICITORS, R. Davies & Son; Henry White.

[Reported by E. L. ORMISTON, Barrister-at-Law.]

### High Court—King's Bench Division.

MACDONALD v. HUGHES. Div. Court. 19th Nov.

LICENSING ACT, 1872—LICENSED PERSON WITHIN MEANING OF ACT—EXECUTOR OF LICENSED PERSON.

Appeal from the refusal of justices sitting at petty sessions held at Birkenhead on the 13th day of June, 1898, to convict the respondent Christine Hughes for allowing gaming to be carried on on her premises on the 27th of May, 1901. The facts of the case are as follows: The respondent Christine Hughes was the executrix of one Margaret Hughes, who died on the 1st of April, 1901, and was at the time of her death duly licensed to sell by retail intoxicating liquors. The next special sessions for the transfer of the licence was on the 6th of April, 1901, but as that was within fourteen days of the death of Margaret Hughes, no

application was made for the transfer of the licence, but the respondent, as executrix, remained in possession and was carrying on the business. On the 27th of May, 1901, some police officers visited the premises and found persons unlawfully gaming there, and an information was laid. For the appellants it was contended that, having regard to section 17 of the Licensing Act of 1872 (35 & 36 Vict. c. 94), the respondent was a licensed person within the meaning of the Act, and the words "person holding a licence could not be restricted to the person to whom and in whose name the licence was originally granted." They also pointed out that no one could be convicted for various serious offences as set out in sections 12 to 17 of the same Act if the executrix was not to be treated as the holder of the licence. For the respondent it was contended that the grant of a licence was a strictly personal grant which expired with the death of the holder, and though there might have been an omission by the Legislature, yet this being a penal statute must be construed strictly. They further urged that section 3 of the same Act expressly relieved executors from penalties which would otherwise attach to unlicensed persons selling liquor.

THE COURT (LORD ALVERSTONE, C.J., and DARLING and CHANNELL, JJ.) allowed the appeal.

LORD ALVERSTONE, C.J.—In my opinion the effect of section 3 coupled with the interpretation clause is to say that the person who is entitled to act as a licensed person is the holder of the licence. The licence is continued to the executor till he gets a transfer at special sessions. If this view were not the correct one there would be no one liable for offences set out in the Licensing Act.

DARLING and CHANNELL, JJ., concurred.—COUNSEL, Tobin and Honoratus Lloyd; Montgomery. SOLICITORS, Phelps & Morrell, for Potts, Potts, & Gardner, Chester; G. Solly, Birkenhead.

[Reported by C. G. WILBRAHAM, Barrister-at-Law.]

### WISE v. DUNNING. Div. Court. 19th and 20th Nov.

RIGHT OF PUBLIC MEETING—CONDUCT LIKELY TO PROVOKE BREACH OF PEACE—USE OF INSULTING LANGUAGE—POWER OF MAGISTRATES TO BID OVEER.

Appeal from the stipendiary magistrate at Liverpool binding the appellant to find sureties and be of good behaviour for twelve months. The facts of the case are as follows: The appellant, George Wise, is a Protestant lecturer, and according to information the said George Wise had held divers meetings in the public streets in the month of May, 1901, and that in consequence breaches of the peace had taken place; and that the said George Wise threatened to hold similar meetings in future. It was proved at the hearing of the information on the 31st of May, 1901, that at a meeting held on the 16th of May, 1901, by G. Wise in Tolington-square that that square, which was a public highway, was completely blocked, that Carver-street, a public street running into the said square, was also blocked. G. Wise at the meeting used words calculated to insult Roman Catholics, and called them "red-necks" a word intended to annoy and insult Roman Catholics and calculated to provoke a breach of the peace. He did not himself commit any breach of the peace or incite anyone else to do so. It was also proved that G. Wise inserted an advertisement on the 24th of May in a local evening paper inviting Protestants to attend his meetings, and at the meeting held on the 22nd of May he told his supporters that the police had refused to give him protection and so he looked to them to protect him. G. Wise appeared at the summons and expressed his intention of holding similar meetings in the future. The respondent, L. Dunning, said that if similar meetings were held it would certainly lead to a breach of the peace. He was then bound over in recognizances of £100 to keep the peace for twelve months. For the appellant it was contended that the stipendiary was wrong in convicting the appellant, as he had not himself been guilty of any breach of the peace, or had incited anyone else to do so, and that as the appellant had not committed any unlawful act, there was no power to bind him over. He cited *Beatty v. Gillbanks* (31 W. R. 276, 9 Q. B. D. 308). For the respondent it was contended that he had been properly bound over for conduct calculated to provoke a breach of the peace. They further quoted a local Act—Liverpool Improvement Act, which imposed penalties for use of insulting language in the streets calculated to provoke a breach of the peace. They cited *O'Kelly v. Harvey* (L. R. Ir. 14 Q. B. D. 308), *Humphries v. Connor* (17 L. R. Ir. 61).

THE COURT (LORD ALVERSTONE, C.J., and DARLING and CHANNELL, JJ.) dismissed the appeal.

LORD ALVERSTONE, C.J., said that in his opinion the appeal must be dismissed. They had been much pressed by the case of *Beatty v. Gillbanks*, but he was of opinion that there is no difference in the law as laid down by that and the Irish cases which have been cited for the respondent. Cave, J., laid down in *Beatty v. Gillbanks* that everyone must be held to intend the natural consequence of his own acts, and he was clearly of opinion that the natural consequence of such meetings was to provoke a breach of the peace. It had been also proved that the meetings had caused an obstruction of the highway and the appellant had used insulting language, which was an offence by the Liverpool Improvement Act of 1841. He furthermore threatened to hold similar meetings in future. He did not say that if any of these alleged offences stood alone that further evidence might not be required; but looking at all the circumstances the magistrate was right, and he was also right in holding that any defect in the original summons was cured by the evidence adduced at the hearing.

DARLING and CHANNELL, JJ., concurred.—COUNSEL, F. E. Smith; Pickford, K.C., and Maxwell. SOLICITORS, Field, Rowce, & Co., for Miller, Peel, Rutherford, Hughes, & Co., Liverpool; Pickmers, Town Clerk, Liverpool.

[Reported by C. G. WILBRAHAM, Barrister-at-Law.]

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## LAW SOCIETIES.

## THE INCORPORATED LAW SOCIETY.

## NOTICE.

A special general meeting of the members of the society will be held in the hall of the society on Friday, the 31st of January, 1902, at 2 p.m. precisely.

Members who desire to move resolutions should give notice of them to the secretary on or before the 9th of January, 1902.

By order, E. W. WILLIAMSON, Secretary.

## LAW STUDENTS' JOURNAL.

## THE TRAVERS-SMITH SCHOLARSHIP.

At a meeting of the Council of the Incorporated Law Society held on Friday, the 13th of December, 1901, the scholarship for the year 1901 was, on the recommendation of the trustees of the late Mr. Joseph Travers-Smith, awarded to Mr. Henry Osmond Lock, who served his articles with the late Mr. Arthur Henry Lock and Mr. William Wilton Reed, both of Dorchester, and Messrs. Bridgman & Willcocks, of London.

## LEGAL NEWS.

## GENERAL.

The *London Gazette* for Friday week contains a notice that the Committee of the Privy Council under the London Government Act, 1899, have settled schemes relating to the administration of adoptive Acts in the city of Westminster and the metropolitan boroughs of Bermondsey, Finsbury, Greenwich, Holborn, Poplar, Southwark, Stepney, Wandsworth, and Woolwich, copies of which may be inspected and obtained at the offices of the town clerks of the city of Westminster and the several metropolitan boroughs concerned.

It is almost startling to learn, says the *St. James's Gazette*, that the widow of Lord Chancellor Lyndhurst has only just now died at the age of ninety-four. Her husband first occupied the woolack in the Ministry of George Canning, which seems ancient history indeed to us to-day. Lyndhurst was Chancellor in five different Cabinets—those of Canning, Goderich, Wellington, and two of Sir Robert Peel's. Lady Lyndhurst, who has survived him for more than thirty-eight years, was married in the year of Queen Victoria's accession to the throne.

Joel Prentiss Bishop, long justly regarded one of the greatest American legal authors, died, says the *Albany Law Journal*, at his home in Cambridge, Mass., on the 4th of November, at the age of eighty-seven years. His legal works are: "Marriage and Divorce," 1853; "Criminal Law," 1856; "Criminal Procedure," 1866; "First Book of the Law," 1868; "Statutory Crimes," 1873; "Contracts," 1878; "Direction and Forms," 1885; "Non-Contract Law," 1889; "Commentaries of Law and Statutory Crimes," 1901. Mr. Bishop was born on the 10th of March, 1814, in Volney, Oswego county, New York, as he himself said, "in a small log-house in the woods, remote from all other habitations but one." His father was a farmer of small means, and with him the youth grew up and laboured, attending a remote district school during three or four months in the year, and finally graduating into the academy. Hampered by poverty and ill-health, he finally gave up his one great hope of obtaining a college education, and, having drifted to Boston, entered a law office in the fall of 1842, "hoping to obtain a little useful information, but with no idea of having health to practise law." At the end of a year he had been able to fully support himself by means of literary work, outside the law, undergone an examination as to his competency in the law, taken the proper oath for admission to the bar and opened an office. As a side exercise, during a somewhat limited practise, he determined to write a law book. "Marriage and Divorce," which was the result (published just ten years after he had begun legal practice), brought him wide fame and some money, and he thereupon decided, at the earnest solicitation of friends and publishers, to forsake legal practice for authorship. His works are probably better known and more widely used and quoted than any other legal writer in this country. It has been well said that, taking into account both the quality and quantity of work, no American law writer, save Story, is comparable with Bishop.

On Saturday in last week Mr. Justice Byrne, before rising, took occasion to make a statement as to the mode of taking an oath. He said: "For some time past my attention has been called to the fact that witnesses occasionally refrain from kissing the Book when the oath is administered, and kiss their thumb or some other part of their hand. During the last fortnight this has occurred three times, and that not in cases of ignorant or uneducated witnesses, but in the case of people in a comparatively good position, one of the gentlemen to whom I refer being a solicitor. I do not attribute to any one of these gentlemen, and I do not suggest for a moment, that they were actuated by any other notion than one that seems to have grown very prevalent—namely, that disease may be communicated by means of kissing the Book. It is sufficiently well known that, amongst the ignorant and uneducated, there are a considerable number of persons who think that they can rid themselves either of the validity or moral sanction of the

oath, or of the punishment which may follow upon giving false evidence, by refraining from kissing the Book; and it would be the worst example to abstain from taking notice when people, whatever their motives may be, do not take the oath in the duly prescribed form. I do not know whether it is as widely known as it should be, that any witness may take the oath without kissing the Book; because under the Oaths Act of 1888 (51 & 52 Vict. c. 46) it is provided (section 5) that 'If any person to whom an oath is administered desires to swear with uplifted hand, in the form and manner in which an oath is usually administered in Scotland, he shall be permitted so to do, and the oath shall be administered to him in such form and manner without further question.' Therefore, it is in the election of a witness whether he will be sworn in the English form or in the Scotch form; and, if he elects the Scotch form, he is not asked his reason for so doing. There is no excuse whatever for any witness, purporting to take the oath in one form, refraining from doing that which goes to shew the sanctity of the act which he is performing."

## THE PROPERTY MART.

Jan. 2.—Messrs. H. E. FOSTER & CRANFIELD, at the Mart, at 2:—

LIFE INTEREST of a lady aged 39, producing £150 per annum. Solicitors, Messrs. Bates & Co., London.

REVERSION to One Twenty-first of a Trust Fund, value £15,500; lady aged 77. Solicitors, Messrs. Sole, Turner, & Knight, London, and Messrs. Cooper & Haslewood, Bridgnorth.

POLICIES for £4,000, £1,000, £2,000, £250.

SHARES in various Companies.

(See advertisements, this week, back page.)

## WINDING UP NOTICES.

*London Gazette*.—FRIDAY, DEC. 20.

## JOINT STOCK COMPANIES.

## LIMITED IN CHANCERY.

FLEETWOOD ESTATE CO., LIMITED.—Creditors are required, on or before Jan 20, to send their names and addresses, and the particulars of their debts or claims, to John Parker Wilson, Estate Office, Fleetwood. Sale & Co., Manchester, solvers for liquidator.

GREENIAN DISCOUNT SYNDICATE, LIMITED.—Petition for winding up, presented Dec 19, directed to be heard on Jan 15. Edwards, New Bridge st, solvers for petitioners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of Jan 14.

NEW SOUTH WALES WAGON CO., LIMITED (IN LIQUIDATION).—Creditors are requested, on or before Jan 31, to send their names and addresses, and the particulars of their debts or claims, to Walter Purry, Suffolk House, Laurence Pountney Hill.

NORTH LANCASHIRE MOTORCYCLE CO., LIMITED.—Creditors are required, on or before Jan 24, to send their names and addresses, and the particulars of their debts or claims, to Henry Waters, 24, Euston rd, Morecambe.

OLDHAM, MIDDLETON, AND HOCHDALE COAL CO., LIMITED.—Creditors are required, on or before Feb 5, to send their names and addresses, and the particulars of their debts and claims, to James Lord, John Clegg, and Joseph Clegg, Edge in Colliery Office, Royton, or Oldham. Tweddall & Co, solvers for liquidators.

OVER AND WHARTON GAS CO., LIMITED.—Creditors are required, on or before Jan 31, to send their names and addresses, and full particulars of any debts or claims, to John Stubbs, Swanlow, Winsford, and John Nicholas Harvey, High st, Winsford. A. & J. E. Fletcher, Northwich, solvers for liquidators.

PENNINGTON MOTOR FOREIGN PATENTS SYNDICATE, LIMITED (IN LIQUIDATION).—Creditors are required, on or before Jan 31, to send their names and addresses, and the particulars of their debts or claims, to William Roger Caldwell Moore, 141 and 143, Falmerton bldgs, Old Broad st. Burn & Berridge, solvers to the liquidator.

THAMES VALLEY MOTOR CAR CO., LIMITED.—Creditors are required, on or before Feb 1, to send their names and addresses, and the particulars of their debts or claims, to Desmond Forde, 75, Aldermanbury.

WARNING TO INTENDING HOUSE PURCHASERS AND LESSORS.—Before purchasing or renting a house have the Sanitary Arrangements thoroughly Tested and Reported upon by an Expert from The Sanitary Engineering Co. (H. Carter, C.E., Manager), 65, Victoria-street, Westminster. Fee quoted on receipt of full particulars. Established 25 years. Telegrams, "Sanitation," London. Telephone, "No. 316 Westminster."—[ADVT.]

FOR THROAT IRRITATION AND COUGH "Epps's Glycerine Jujubes" always prove effective. They soften and clear the voice, and are invaluable to all suffering from cough, soreness, or dryness of the throat. Sold only in labelled tins, price 7½d. and 1s. 1½d. James Epps & Co., Ltd., Homoeopathic Chemists, London.—[ADVT.]

## CREDITORS' NOTICES.

## UNDER ESTATES IN CHANCERY.

## LAST DAY OF CLAIM.

*London Gazette*.—FRIDAY, DEC. 13.

CURSON, THE HON. MARY GREY HENDERSON ROPER, 204, CURSON ST, MAYFAIR Jan 15 Paton v Ratford, Swinfen Bady, J. Colyer & Colyer, Wych st, Strand

VILLETTTE, CHARLES, Paris, late Treasury Paymaster-General Jan 16 Pepin v Brujere, Kewwich, J. Baker & Nairne, Crosby sq

*London Gazette*.—FRIDAY, DEC. 20.

HORTON, JOHN, Elliotts Hall, Monkpath, Shirley, Warwick Jan 28 Page v Horton, Buckley, J. Colyer-Bristow & Co, Bedford row

TURNER, WILLIAM, Irlam, Lancs, Colliery Proprietor Jan 20 Turner v Edalton, Registrar, Manchester

## UNDER 22 &amp; 23 VICT. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, DEC. 6.

ADAMS, JOSEPH, The Avenue, Brondesbury Jan 9 Pedley & Co, Bush in  
 ALLEN, SAMUEL FREDERICK, Worthing Jan 9 Pedley & Co, Bush in  
 AXFORD, EVAN, Withington, nr Manchester Jan 4 Dixon & Linnell, Manchester  
 BATHCHELOR, EDWARD STRATTON, South Kensington Jan 14 Boush & Co, Southampton  
 CLARK, THOMAS ABRAHAM, Huntingdon, Coal Merchant Jan 4 Hunnibun & Sons,  
 Huntingdon  
 COLMAN, FANNY, Derby Jan 10 G E & F Bouskell, Leicester  
 COTTON, MAJOR GENERAL FREDERIC CONYERS, CSI, Earl's Court Dec 31 Francis &  
 Johnson, St Winchester st  
 COWPER, HON JESSIE MARY, Homburg, Germany Dec 31 Lewis & Lewis, Ely pl,  
 Holborn  
 ELLIOTT, ALBERT ERNEST, South African Field Force, Surgeon Jan 10 Paris & Co,  
 Southampton  
 ENGLAND, JOHN, West Monkton, Somerset, Yeoman Dec 29 Easton & Chandler  
 EVANS, JAMES, Bowton, Salop Jan 8 How & Son, Shrewsbury  
 FARBER, LAVINIA, Chorlton on Medlock, Manchester Jan 23 Grainger, Manchester  
 FLAGGATE, JOHN ALEXANDER, Elgin cres Jan 15 Flaggate & Co, Craig's ct, Charing  
 Cross  
 GIBSON, WILLIAM, HAROVER gds, Kennington Park rd, Regent Jan 14 Dutton,  
 Piccadilly  
 HADDOCK, WILLIAM GEORGE, Ashford, Kent, Outfitter Dec 31 Bracher, Maidstone  
 HARPER, JOHN, Bury Jan 6 Howarth, Bury  
 HAYNES, HENRY, Portoford rd, Maids Vale Jan 18 Hughes, Edgware rd  
 HOOLEY, JAMES, Macdonald Jan 17 Ackroyd, Finsbury circus  
 INGLIS, Staff Commander, HENRY WILLIAM, R.N, Portsmouth Jan 31 Blake & Co, Ports-  
 mouth  
 JACKSON, THOMAS VINCENT, Wolverhampton, Surgeon Jan 1 Fowler & Co, Wolver-  
 hampton  
 LAMBERT, GEORGE, Coventry st, Goldsmith Jan 20 Phelps & Co, Aldermanbury  
 LOCKWOOD, HENRIETTA, Raling Dec 12 Dixons & Horne, Wakefield  
 LONDON, ELIZABETH SARAH, Kingsland Jan 15 Crook, Lincoln's inn fields  
 MAXWELL, FITZALAN GEORGE JOHN, Grosvenor gds Dec 30 Flaggate & Co, Craig's ct,  
 Charing Cross  
 MONNET, ANN FRANCES, Ramsgate Jan 4 O A & K Daniel, Ramsgate  
 PADGETT, JAMES, Sadden, nr Whalley, Lancs Dec 21 Wright & Co, Bradford  
 PALMER, EDWARD HOWLEY, Lower Seymour st, Portman sq Jan 10 Freshfields, Old  
 Jewry  
 PATERA, HENRY CHARLES, East Dulwich Jan 14 Finch & Turner, Cannon st  
 PHILLIPS, MARK, Rowston, Lincoln, Farmer Dec 31 Holditch, Seaforth  
 PIERCE, ELIZA, Longton Jan 10 Adderley, Longton  
 PLEUNT, WILLIAM, Trencham, Staffs, China Manufacturer Jan 10 Adderley, Longton  
 POCOCK, ALFRED, Nardonburgh, Leicester, Manufacturer Jan 6 Stevens & Son,  
 Leicester  
 POWELL, HARRIETTE MARY, Margate Jan 15 Hills, Margate  
 QUARTENMAINE, HELEN, Birmingham Jan 15 Bickley & Lynex, Birmingham  
 RABD, ROBERT, Birmingham, Beerhouse Keeper Jan 15 Bickley & Lynex, Birmingham  
 RUSSELL, ELLEN, Oldbury upon Severn, Glos Dec 31 Cromman & Co, Thornbury,  
 RSO, Glos  
 SCHOFIELD, HELLINGWELL, Burnley, Tackler Jan 15 Steele & Steele, Burnley  
 SCOTT, ELIZABETH, New Fallow, Halifax, Yorks Jan 7 FAYNE, Halifax  
 SHAW, RALPH, Stone, Stafford, Farm-yr Jan 7 Adderley, Longton  
 SHIPT, HENRY, Tottenham, Builder Dec 31 Burrows, Tottenham  
 SIBLEY, CHARLES EDWARD, Haywards Heath, Sussex Feb 1 Blake & Co, Portsmouth  
 SIMPSON, JOSEPH S, Hackney Jan 14 Hardicker, Manchester  
 SLATER, BETTY, Royton, Lancs Jan 20 E & J Ascroft & Maw, Oldham  
 SUTHERS, ALFRED, Bursley, Baths Manager Jan 13 Whittingham, Burnley  
 SYKES, THOMAS, Knotsborough Jan 15 Rider, Leeds  
 TATAM, SARAH, Holbeck Jan 10 Willders & Son, Holbeck  
 THOMAS, WILLIAM NICHOLS, Lee, Kent Jan 15 Walls & Stallard, Old Jewry  
 TIER, HENRY, Sidcup, Corn Factor Jan 11 May & Co, Suffolk House, Laurence  
 Pountney hill  
 VANE, GEORGE BOOTH, Wembley Jan 15 Miller, Gracechurch st  
 VILLIARD, CAMILLE, Ryde, I of W Jan 15 Ratcliffe, Ryde  
 VOSS, GEORGE, Bermondsey, Pilot Jan 10 Batham, St Tower st  
 WARRINGTON, GEORGE, Halifax, Wool Dealer Jan 7 Bastide & Co, Halifax  
 WEBB, JESSE, Ancoats, Manchester, Copper Smith Dec 24 Dixon & Linnell, Manchester  
 WOOD, FREDERICK WILLIAM, York Jan 22 Wood, York  
 WYLLIE-BIRCH, WYLLIE, Cromer Dec 28 Atkey & Co, Austin Friars

London Gazette.—TUESDAY, DEC. 10.

ARTHUR, ROBERT WATT, North Shields, Draper Jan 18 Dickinson & Co, North Shields  
 BARKER, HARRIET, Bishop Wilton, York, Labourer Dec 31 Summerson, Pocklington  
 BARKER, THOMAS, Liverpool Feb 1 Webster & Pennell, Liverpool  
 BARTLETT, JOSEPH, Reading Jan 14 May, Reading  
 BATTERSBY, FANNY, Fairfield, Lancashire Jan 24 Bottomley & Son, Ashton under Lyne  
 BEGO, JOHN, Cardiff, Hauling Contractor Jan 10 Morgan & Co, Cardiff  
 BLAND, WILLIAM CHARLES, Eastbourne Jan 14 Addison & Son, Portsmouth  
 BOCK, THOMAS, Coal Merchant Jan 10 Sharpe & Wade, Market Deeping  
 BUCKLEY, JAMES, Rawtenstall, Lancashire Jan 13 Woodcock & Sons, Haslingden  
 COLVIN, CLEMENT NEWBY, Onslow gds Jan 1 Gadaden & Treherne, Bedford row  
 CUMMING, JOHN, Hampstead rd, Van Builder Jan 6 Reynolds, Bedford row  
 DADD, ALICE ROSA, Margate Jan 6 Purley, Canterbury  
 DICKINSON, ISABELLA, Lexington Dec 31 Clayton & Gibson, Newcastle upon Tyne  
 DRAKE, SARAH BAILEY, Liverpool Jan 7 Gradwell & Co, Liverpool  
 EDGINGTON, HENRY, Weston super Mare, Commercial Traveller Jan 18 Wansbrough &  
 Co, Bristol  
 ENGLAND, ELLEN, Nottingham Jan 15 Turner & Co, Nottingham  
 FARRELL, THOMAS, Harpsfield Jan 18 Stevens & Co, Queen Victoria st  
 FROOME, GEORGE FREDERICK, Southend on Sea Feb 1 Tolhurst & Cox, Southend on Sea

GATFIELD, ANNETTE, Lougham Jan 21 Worrell & Son, Coleman st  
 HACKER, EDWARD, Weston super Mare Jan 20 Norris & Norris, Bedford row  
 HATCOCK, GEORGIANA, Windsor Jan 7 Ravenscroft & Co, John st  
 HULL, LOUISE, Nottingham Jan 14 Goodall & Son, Nottingham  
 JESTY, CHARLES, Radpole, Dorset, Road Surveyor Dec 24 Howard, Weymouth  
 KEELING, FRANCES HOWARD, Egham, Kent Jan 11 Murray & Co, Birching in  
 LANGSTON, JOHN, St Missenden, Bucks, Harness Maker Jan 7 Clarke & Son, High  
 Wycombe  
 LORD, WILLIAM, Rochdale, Joiner Jan 1 Wiles & Thompson, Rochdale  
 MIDDLETON, THE RT HON JULIA LOUISE Lady, York Jan 31 Pollock & Co, Lincoln  
 inn field  
 NELLIST, THOMAS, Wribbenthal, nr Bowdley, Worcester, Farmer Jan 13 Wales,  
 Sturport  
 PAGEY, JEPHTHAN, Pall Mall Jan 20 Gamon & Co, Chester  
 POINTON, JOHN, Market Bosworth, Leicester Jan 18 G E & F Bouskell, Market Bosworth  
 READ, ANTHONY COLLEEN, New Cross, Clerk Jan 21 Worrell & Son, Coleman st  
 READE, ALICE MARY, Hastings Jan 10 Hunter & Haynes, New sq  
 RIGOLD, BERNARD, Sydenham Jan 10 Rundle & Hobrow, Basinghall st  
 ROUGHENBERGE, JOSEPH, St. Helens, Lancashire Dec 31 Barrow & Cook, St Helens  
 SHUTT, JONATHAN, Salford, Cloth Agent Jan 10 Grundy & Co, Manchester  
 TAMMERLAIN, LUCY LADY, Mfod, Essex Jan 21 Pilgrim & Phillips, Coleman st  
 TAYLOR, CHARLES WILLIAM, Pimlico Jan 10 Hunter & Haynes, New sq  
 WHEELWRIGHT, THOMAS, Huddersfield, Musician Jan 10 Armitage & Co, Huddersfield  
 WHITENAD, PETER, Rochdale Jan 18 Ponsbury & Carille, Oldham  
 WIGAN, CAROLINE HENSON WIGAN, Reading Jan 15 Dryland & Co, Reading  
 WILLIAMS, SAMUEL FLETCHER, Stoke Newington Jan 14 Young & Sons, Mark in  
 WOOD, SAM COLDWELL, Longwood, nr Huddersfield, Commercial Traveller Jan 10  
 Armitage & Co, Huddersfield  
 WOODS, FREDERICK, Aldershot, Licensed Victualler Dec 28 Hollett & Co, Aldershot  
 YOUNG, JANE, Liscard, Chester Jan 31 Harrison & Burton, Liverpool

London Gazette.—FRIDAY, DEC. 13.

AMOS, ROBERT, Alnwick, Northumberland, Draper Jan 20 Armstrong & Sons, Newcastle  
 upon Tyne  
 ARTHUR, ROBERT WATT, North Shields, Draper Jan 18 Dickinson & Co, North Shields  
 AUSTIN, ROSA, Canterbury Jan 11 Reid, Gt St Helens  
 BAKER, JOSEPH, North Shields, Grocer Jan 8 Dickinson & Co, North Shields  
 BARBER, ARTHUR, Brundall, Norfolk Dec 31 Rackham, Norwich  
 BARTLETT, JOSEPH, Reading Jan 14 May, Reading  
 BARTON, ISABELLA ELIZA, Ramsgate Jan 14 O A & K Daniel, Ramsgate  
 CLARK, PERCY WILLIAM, Stanford le Hope, Essex Jan 11 Kerly, Stanford le Hope  
 CROOK, CHARLES ALEXANDER, St John's, Kent, Engineer Jan 31 Haggas, Liverpool  
 DONALD, JOHN MACISTOSH, Homerton, Mining Engineer March 31 Hurrell & Co, Com-  
 hill  
 EDWARDS, JOHN LOTT, Acton Jan 15 Engall & Co, Bedford row  
 FATHALLY, CATHERINE EMMA, East Dulwich Jan 21 Collyer & Davis, Nicholas in,  
 Cannon st  
 FORMAN, JAMES, Nottingham Jan 24 Berryman, Nottingham  
 GEAR, CHARLES, Ilford Jan 15 Tyler, Gracechurch st  
 GOLDSMID, DORA, Loxham gds, South Kensington Jan 15 Williams & James, Thames  
 Embankment  
 GREEN, JOSEPH, Honley, nr Huddersfield Jan 10 Armitage & Co, Huddersfield  
 GRIMES, MARY ANN, Bristol Jan 14 Sturge, Bristol  
 GUNN, MICHAEL, Hampstead Jan 31 Kavanagh, Dublin  
 HARRISON, SOPHIA, Scarborough Jan 6 Chilman, Hull  
 HEWITT, HARRIET ELIZABETH, Bath Jan 15 Webbers & Duncan, Southampton bldg,  
 Chancery in  
 JENKINS, CHARLES VERNON, Tidenham, Glos Dec 31 Morgan & Co, Chesham  
 JENNES, ARTHUR CHARLES WILLIAM, Kilmayo, British East Africa Jan 27 Field & Co,  
 Lincoln's inn fields  
 JOHNSON, JAMES, Walsden, nr Manchester, Licensed Victualler Jan 10 Hulton & Co,  
 Bolton  
 JONES, LOUISE ELIZABETH, Burnham, Somerset Jan 3 Board, Burnham, Somerset  
 KERR, EDWARD, Phillimore gds, Kensington Jan 24 Blowitz & Co, Birmingham  
 LAUGHAN, JAMES, Birmingham, Boot Manufacturer Jan 9 Philip & Co, Birmingham  
 LAWTON, SPENCER, Burslem, Staffs, Commission Agent Jan 25 Ellis, Burslem  
 LYNCH, MATTHEW, Rochester, Metal Merchant Jan 11 Robinson, Street, Kent  
 MANSLOW, JANE, Stockton on Tees, Shoe Dealer Jan 1 Hozner, Stockton on Tees  
 MARGRETT, MARY ANN, Gloucester Dec 31 Beale & Martin, Reading  
 MARTIN, LAVINIA SUBANNAH ELIZABETH, Poole, Dorset Jan 12 Dickinson, Poole  
 MEDWIN, ARTHUR SHUNT, Paignton, Devon Jan 31 Hunter & Haynes, New sq,  
 Lincoln's inn  
 METCALFE, JOHN, Ripon, Yorks Jan 20 Wise & Son, Ripon  
 RIGHT, JOHN CAUL REAGAN, Clifford st, St. James' Feb 10 Broadbridge, Quality st,  
 Chancery in  
 RODDA, EDWARD CHARLES TOZER, Womford, nr Emsay Jan 22 J & S F Pope,  
 Emsay  
 ROMER, HANNAH, Clapham park Jan 6 Romer, Bucklersbury  
 SANWELL, WILLIAM, Harpenden, Herts Jan 7 Tuckey, Harpenden  
 SANDY, LOUIS, Sinclair rd, West Kensington Jan 20 Barton & Peasman, Norfolk st,  
 Strand  
 SHESING, SAMUEL, Brussels Jan 10 Rehders & Higgs, Minding in  
 YOUNG, JULIA ANNETTE, Brighton Dec 31 Rackham & Sayer, Norwich  
 SPENCER, REUBEN, Streiford, Lancs, Merchant Jan 31 Gaulty & Goodfellow, Manchester  
 SPITTLE, ELIZA, Steeple Aston, Oxford Jan 14 Stockton & Sons, Banbury  
 STIMPSON, ARTHUR, Heme Hill, Butcher Jan 15 Freeman, Yatcheap  
 TONKINSON, JOSEPH, sen, Sheffield Jan 31 Rodgers & Co, Sheffield  
 WARD, HORATIO, Canterbury, Hotel Proprietor Jan 31 Kingsford & Co, Canterbury  
 WATTERSON, ELLEN ANNE, Ashton on Ribble Jan 31 Fort, Stockport  
 WHIPDALE, HENRY, Brighton Jan 31 Hunter & Haynes, New sq, Lincoln's inn  
 WILLIAMS, THOMAS ARTHUR, Tredgar, Mon, Painter Feb 1 Shepard, Tredgar  
 WILLIAMSON, REUBEN HENRY, Croydon Jan 23 Sheffield & Co, St Swithin's in

London Gazette.—TUESDAY, DEC. 17.

ARTHUR WILLIAM, Anick, nr Hexham Jan 31 Clayton & Gibson, Newcastle upon Tyne  
 BROCKT, THOMAS, Bristol, Licensed Victualler Jan 31 Tarr & Sons, Bristol



ADAMSON, JAMES, Thosgarby, Lincs, Farmer Feb 15 Burton & Co, Stonebow, Lincs  
 BAILEY, JAMES, Blackburn, Draper Dec 30 Ferguson, Blackburn  
 BRADLEY, JOHN EGBERTON, Lymington, Kent, Farmer Feb 1 Kingsford & Co, Canterbury  
 CAPT. SARAH, Kingston upon Hull Jan 11 Thompson & Co, Hull  
 CARTER, VERNON BRABAZON DEAN, Weston under Penyard, Hereford Jan 17 Attenu-  
 borough, Walsbrook  
 CLARKE, JAMES, Hindley, Lanes, Colliery Manager Jan 10 Jackson, Wigan  
 CLARKE, ANNE, Hindley, Lanes Jan 10 Jackson, Wigan  
 FARRALL, JOSEPH, Sutton Coldfield, Warwick Jan 31 Ansell & Ashford, Birmingham  
 FERRIS, GEORGE, Exeter, Tailor Jan 30 Brown, Exeter  
 GUNAT, MARY ANN, Wakefield, Pawnbroker Feb 30 Harrison & Co, Wakefield  
 GUNAT, THOMAS, Wakefield, Outfitter Feb 30 Harrison & Co, Wakefield  
 GUNDELL, JOHN ROBERT, Shaffling, Yorks, Farmer Jan 14 Watson & Co, Hull  
 HENRY, JOHN, Gloucester, Builder Jan 20 Bretherton & Boughton, Gloucester  
 HALLIDAY, ST. FRANCIS JAMES, KCB, Bolton gds, South Kensington Jan 28  
 Milne & Co, Baylis row  
 HARRINGTON, EDWIN, Chorlton on Medlock, Manchester, Chemical Apparatus Manu-  
 facturer Jan 31 Simpson & Simpson, Manchester  
 HARRISON, THOMAS JONES, Oxford st, Draper Jan 27 Walters, Carmarthen  
 HARRISON, EDITH, New Burlington st, Regent st Jan 27 Herbert, Cork st, Burlington  
 gds  
 HATCH, HANNAH ELIZABETH, Duvet Jan 28 Lewis & Paine, Dover  
 HELLWELL, TERENCE, Lowell, USA, Overseer Feb 1 Parter, Halifax  
 HENSON, BERNARD CHARLES, South Hampstead Feb 1 Halse & Co, Chesham  
 HENWELL, JAMES, HANDLEY, Mansfield, Notts, Brewer Jan 13 Bryan, Mansfield  
 HOBBS, ELLEN, York Jan 19 W & K E T Wilkinson, York  
 JONES, SARAH, Rhyl, Flint Feb 1 Jones & Davies, Blaenau Ffestiniog  
 KEMP, JAMES, Manchester, Cotton Manchester Jan 31 Heywood & Co, Manchester  
 MCCORMACK, EDWARD, Lancaster, Pawnbroker Feb 1 Pennington & Higson, Liverpool  
 MALL, GEORGE BUTT, Whittington, Sussex Jan 25 Larken & Co, Newark on Trent  
 PETER, ANNE, Heavitree, ex-Exeter Feb 21 Buckingham & Co, Exeter  
 RATHNET, MARY, Beckenham Jan 14 Needham & Co, New Inn  
 REAV, MORTON, Rougham, Suffolk Jan 15 Partridge & Wilson, Bury St Edmunds  
 RECLAIR, ROBERT, Dumoon, Scotland Jan 30 Phelps & Co, Aldermanbury  
 REILLY, WILLIAM, Hastings, Architect Feb 15 Gaby, Hastings  
 REID, REV JOHN, Odell Rectory, Beds Jan 1 Joseph & Son, Bedford  
 RICHMOND, FETTERBTON, Torquay Jan 14 Davies & Sons, Angel st, Throgmorton st  
 RICHMOND, JAMES, Camberwell Jan 23 Worrell & Son, Coleman st  
 TRIST, CHARLES, Manchester Jan 31 Boots & Co, Manchester  
 VOTER, CHARLES, Uak, Mon Jan 25 Gustad & Waddington, Uak  
 WAGSTAFF, JOSEPH, Denton, Lanes Jan 18 Richards & Hurst, Denton, nr Manchester  
 WALKER, ARTHUR HENSON, Altrincham, Chester Jan 25 Nicholls & Co, Altrincham  
 WARRINGTON, FRANCIS WILLIAM, Congleton, Doctor Jan 25 Sheldon & Co, Congleton  
 WATSON, SARAH, Bolder, Hants Jan 19 Cook & Jeffers, Cardiff  
 WHITAKER, THOMAS POWELL, Chester, Quarry Owner March 31 Mote & Son, Queen st  
 WILKIN, JANE, Ealing Feb 1 Simpson & Co, Gracechurch st  
 YOUNG, GEORGE AUGUSTUS, Catford Jan 18 Taylor, Lincoln's inn fields

## London Gazette.—TUESDAY, Dec. 30.

ADAMSON, ROBERT, Burnaby, Yorks, Farmer Feb 1 Robson, Focklington  
 AMBLER, JOHN, Wath upon Dearne, Draper Jan 30 Isle, York  
 BEECHOTT, WILLIAM, Kingston upon Hull, Corn Merchant Jan 24 Worthington, Hull  
 BLACKLEY, JAMES, South Benfleet, Essex, Wheelwright Jan 31 Wood & Co, Southend  
 on Sea  
 BLANKIN, FANNY ELIZABETH, St Leonard's on Sea Jan 31 Smiles & Co, Bedford row  
 BUCKLEY, HENRY CHILD, Linden gds, Kensington, Doctor Jan 17 Boderick & Richards,  
 Ladbroke  
 CATON, LOUISA, Haywards Heath Jan 25 Gascoigne & Fowler, York bldgs, Adelphi  
 COZENS, MARGARET, Yaxley, Glam Jan 31 Eaton-Evans & Williams, Haverfordwest  
 CRESWELL, WILLIAM, Marlow, Bucks, Farmer Jan 24 Cripps, Marlow  
 DIXON, THOMAS, Frittlewell, Essex Jan 31 Wood & Co, Southend on Sea  
 EDWARDS, MARY ANN, Upper Tooting pk, Islington Jan 18 Redpath & Co, Bush in  
 ELLIOTT, JOHN HENRY, Putney, General Dealer Jan 25 Child & Child, Sloane st  
 EWER, ELIZABETH, Boxton st Feb 1 Stone, Billiter sq bldgs  
 FAREHAM, REV HENRY PERCE WILLIAMS, Affpiddle, Dorset Jan 30 Rooper &  
 Walsley, Lincoln's inn fields  
 GALEN, ELLIOTT JOHN NORMAN, Walton on Thames Jan 31 Williams, Leicester  
 HENSTON, ELIZABETH ELLEN, Deal Jan 25 Wadson & Malcolm, Devonshire sq,  
 Bishopsgate  
 JONES, ELIZABETH, Ilkley, Yorks Dec 31 Scott & Holmes, Bradford  
 KELLY, SARAH DOROTHY, Plymouth Jan 29 T & H Wolterman, Plymouth  
 LANE, THOMAS STOPFORTH, Liverpool, Chartered Accountant Jan 15 Locke, Liverpool  
 MARCHANT, ROBERT, York Feb 17 Dent & Scruton, York  
 NICHOLAS, FLORENCE FINCHAM, Flint Jan 16 Lowndes & Co, Liverpool  
 NICHOLS N, WILLIAM, Wakefield, Publisher Mar 1 Edmondson, Wakefield  
 NICHOLSON, MARIA ANN, Ipswich Jan 31 Greenfield & Cracknell, Lancaster pl, Strand  
 OMEROD, THOMAS, Clitheroe, Lanes, Hay Dealer Jan 31 Robinson & Sons, Clitheroe  
 PHILLIPS, EDWARD BVELL, Streatham Jan 20 Westbury & Co, Old Broad st  
 RHODES, WILLIAM FREDERICK, Oldham, Commission Agent Jan 31 Halliwell, Oldham  
 ROBINSON, FREDERICK DALGARNO, Richmond Jan 25 Vanderson & Co, Bush in  
 ROBINSON, HANNAH, Leeds Feb 1 Crombie & Sons, York  
 SARDESON, LEWIS, Boulogne, Lincs, Baker Jan 14 Bell & Co, Boulogne  
 SEAGER, WILLIAM, Lewisham Jan 19 Newton & Co, Lewisham  
 SELMAN, SARAH, Godstone, Surrey Jan 31 Markby & Co, Coleman st  
 SHAW, EMMA SARAH, Streatham Hill Feb 1 Shaw, South sq, Gray's inn  
 SIMPSON, WILLIAM, Bradford Feb 7 Wilson & Staunfield, Bradford  
 SMITH, ELIZABETH, Soham, Cambridge Jan 1 By & Enson, Soham  
 SMITH, NUGEN CLEMENTI, Egham, nr Staines Feb 1 Brett, Egham  
 SMITH, SIDNEY ORR, Slough Feb 10 Smith, Basing  
 TIPPING, WILLIAM, Huggill, Westmorland Jan 29 Little & Lamson, Penrith  
 TURNER, HANNAH, Oldham Dec 30 Richards & Hurst, Manchester  
 WHITLEY, ELIZA, Liverpool Jan 17 Layton & Co, Liverpool  
 WICKHAM, SARAH, Mayfield Jan 17 Sprott & Sons, Mayfield, Sussex  
 WILKINS, WILLIAM GEORGE, Woodberry grove, Green Lane Jan 31 Howard & Shelton,  
 Moorgate

## BANKRUPTCY NOTICES.

London Gazette.—TUESDAY, Dec. 17.

## ADJUDICATIONS ANNOUNCED.

TURNER, ROBERT, Hollins, nr Bury, Lanes Bolton Adjud  
 Jan 28, 1902 Annual Dec 11, 1901  
 THURTELL, HERBERT HENRY, Rochdale, Butcher Rochdale  
 Adjud Aug 17, 1901 Annual Dec 13, 1901

London Gazette.—FRIDAY, Dec. 20.

## RECEIVING ORDERS.

AKES, JOHN EDWARD, Leeds, Fruit Merchant Leeds Pet  
 Dec 16 Ord Dec 16  
 ALLEN, HENRY EDWARD, Weymouth, Coal Merchant  
 Dorchester Pet Dec 16 Ord Dec 16  
 BAKER, WALTER WILLIAM, Huddersfield, Boot Repairer  
 Huddersfield Pet Dec 16 Ord Dec 16  
 BERT, FREDERICK HERBERT, Long core, Licensed Victualler  
 High Court Pet Dec 9 Ord Dec 17  
 BIRLEY, ARTHUR HAROLD, Southport, Coal Merchant  
 Manchester Pet Dec 4 Ord Dec 16  
 BUCKLE, ARTHUR, Leeds, Commercial Traveller Leeds Pet  
 Dec 14 Ord Dec 14  
 BUCKLEY, JAMES ROBERT, Salford, Lanes, Grocer Salford  
 Pet Dec 17 Ord Dec 17  
 BUTCHER, MARIA, Sandown, I of W, Lodging house Keeper  
 Newport Pet Dec 16 Ord Dec 16  
 CLARK, CHARLES HENRY, Luton, Straw Hat Manufacturer  
 Luton Ord Dec 17 Ord Dec 17  
 CLARK, ALFRED HARRY, Southend on Sea, Grocer  
 Chelmsford Pet Dec 17 Ord Dec 17  
 CRIST, H. L. K. Battersea, Butcher Croydon Pet Nov 27  
 Ord Dec 17  
 COOK & Co, Manningshoe, Essex, Mineral Water Manu-  
 facturers Colchester Pet Nov 30 Ord Dec 16  
 CHURCH, HENRY HARRISON, Maresham, Surgeon Croydon  
 Pet Dec 16 Ord Dec 16  
 CUNY, JOHN VOLNEY, Upper Tooting, Commission Agent  
 Wandsworth Pet Dec 17 Ord Dec 17  
 DAVIES, JOHN, Ystrad Rhondda, Glam, Beer Dealer  
 Pontypridd Pet Dec 17 Ord Dec 17  
 EGAN, JOSEPH HENRY, and JOHN BULFIELD, Bolton,  
 Saddlers Bolton Pet Dec 16 Ord Dec 16  
 EDWARDS, EDWARD, Haslehead, Merioneth, Painter Fort-  
 mado Pet Dec 17 Ord Dec 17  
 ELLIS-JAMES, Redcar, Yorks Middlesborough Pet Dec  
 16 Ord Dec 16  
 FEWSTER, WILLIAM LONGWOOD, Dewsbury, Yorks, Chemist  
 Dewsbury Pet Dec 17 Ord Dec 17  
 FERRIS, WALTER, Walsworth High Court Pet Dec 16  
 Ord Dec 16  
 GUNAT, WILLIAM EDWARD, Sutton, Surrey, Staircase Maker  
 Croydon Pet Dec 17 Ord Dec 17  
 GUNDELL, JAMES LAWRENCE, Bradford, Debt Collector  
 Bradford Pet Dec 16 Ord Dec 16

GORDON, ROBERT CHARLES, Norton, Durham, Commercial  
 Traveller Stockton on Tees Pet Dec 14 Ord Dec 14  
 GREENING, WILLIAM KENDY, Bridlington, Yorks, Fancy  
 Dealer Scarborough Pet Dec 17 Ord Dec 17  
 HALL, JAMES LAMBERT, Hoston Moor, nr Manchester,  
 Grain Importer Manchester Pet Dec 16 Ord Dec 16  
 HASTLEY, WILLIAM WORK, Birkenhead, Cheshire, Laundry  
 Proprietor Birkenhead Pet Dec 16 Ord Dec 16  
 HERBERT, HENRY, Chiswick, Painter High Court Pet  
 Dec 17 Ord Dec 17  
 HYNDMAN, FREDERICK A, Pump court, Temple, Barrister  
 at Law Bridgewater Pet Nov 28 Ord Dec 16  
 KNIGHT, JOHN HILL, Sheffield, Sign Writer Sheffield Pet  
 Dec 18 Ord Dec 18  
 LADSTER, RICHARD, New Shildon, Durham, Builder  
 Durham Pet Dec 16 Ord Dec 16  
 LOW, MALCOLM, Leadenhall st, Merchant High Court  
 Pet Oct 25 Ord Dec 16  
 MAXWELL, JOHN, Forest Gate, Essex, Draper High Court  
 Pet Nov 29 Ord Dec 16  
 MEARS, GEORGE OWEN, Brighton Brighton Pet Aug 22  
 Ord Dec 17  
 MERCER, EDWARD, Maidstone, Town Carter Maidstone  
 Pet Dec 14 Ord Dec 14  
 MITTON, FREDERICK, Colne, Lanes, Auctioneer Bursley  
 Pet Dec 17 Ord Dec 17  
 MUSTON, JOHN, Leicester, Grocer Leicester Pet Dec  
 17 Ord Dec 17  
 MURKIN, FRANK G, The Baltons, South Kensington High  
 Court Pet July 22 Ord Dec 18  
 PALMER, THOMAS, Kiveton, Staffs, Haulier Stourbridge  
 Pet Dec 13 Ord Dec 13  
 PAYNE, WALTER SAMUEL, and HENRY BATES, Folehill,  
 Coventry, Engineer Coventry Pet Nov 6 Ord Dec 3  
 PRACE, GEORGE WILLIAM, Hanbury, Warwick Warwick  
 Pet Dec 18 Ord Dec 18  
 PORTER, WILLIAM, Oswaldtwistle, Lanes, Grinder Black-  
 burn Pet Dec 18 Ord Dec 18  
 RENSLEY, LEWIS RICHARD, Goswell rd, Spectacle Case  
 Maker High Court Pet Nov 7 Ord Dec 15  
 ROBINSON, HAROLD EDWARD, Normanton, Derby, Butcher  
 Derby Pet Dec 18 Ord Dec 18  
 SANDERSON, FREDERICK WILLIAM, Elvington st, Curtain rd,  
 Wood Wool Manufacturer High Court Pet Dec 18  
 Ord Dec 18  
 SKELL, JOHN COSLEY, Upcott, nr Winkfield, Devos, Aus-  
 tioneer Bampton Pet Dec 6 Ord Dec 18  
 SWATY, HENRY, Syston, Leicester, Painter Leicester Pet  
 Dec 16 Ord Dec 16  
 TWIST, WILLIAM, Radcliffe Bridge, Lanes, Coal Merchant  
 Bolton Pet Dec 7 Ord Dec 18  
 TYERS, THOMAS CHARLES, Leicester, Builder Leicester  
 Pet Dec 16 Ord Dec 16  
 WALKER, CHARLES, Balgavay, Leicester, Grocer Leicester  
 Pet Dec 18 Ord Dec 18  
 WILLIAMS, JOHN, Aberdeen, Collier Aberdeen Pet Dec 18  
 Ord Dec 18

WINNEY, FREDERICK EDWARD, Wolverhampton, Painter  
 Wolverhampton Pet Dec 17 Ord Dec 17  
 WOOD, WILLIAM, Walsfield, Insurance Agent Bolton  
 Pet Dec 16 Ord Dec 16  
 Amended notice substituted for that published in the  
 London Gazette of Dec 17 :  
 HORROCKS, JOHN, Sale, Cheshire Manchester Ord Dec 18

## FIRST MEETINGS.

AKES, JOHN EDWARD, Leeds, Fruit Merchant Dec 30 at  
 11.30 Off Rec, 32, Park row, Leeds  
 BAKER, WALTER WILLIAM, Huddersfield, Boot Repairer  
 Dec 30 at 12 Off Rec, 19, John William st, Hudders-  
 field  
 BATES, EDWARD, Greenhays, Manchester Dec 31 at 9 Off  
 Rec, Byrom st, Manchester  
 BOLLAND, WOLFE, West Hartlepool, Tailor Dec 23 Off  
 Rec, 25, John st, Sunderland  
 BRAYSHAW, JOHN, Scarcliffe, Derby, Grocer Dec 30 at 12  
 Off Rec, 4, Castle pl, Park st, Nottingham  
 BUCKLE, ARTHUR, Leeds, Commercial Traveller Dec 30 at  
 11 Off Rec, 32, Park row, Leeds  
 BUTCHER, MARIA, Sandown, I of W, Lodging House  
 Keeper Dec 31 at 2.45 Off Rec, 19, Quay st,  
 Newport, I of W  
 EDGAR, JOSEPH HENRY, and JOHN BULFIELD, Bolton,  
 Saddlers Dec 30 at 3.30 Off Rec, 19, Exchange st,  
 Bolton  
 FRODILL, THOMAS HOLME on Spalding Moor, Yorks, Tailor  
 Jan 3 at 11 Off Rec, Thirsk House in, Hull  
 FROST, ALFRED, Fakenham, Norfolk, Grocer Dec 28 at 12  
 Off Rec, 8, King st, Norwich  
 FUGGIE, G. H. Broadstairs, Builder Jan 3 at 2.30 Bank-  
 ruptcy bldgs, Carey st  
 FULLWOOD, LOUISA, Ilkeston, Fishmonger Dec 31 at 12.30  
 Off Rec, 47, Full st, Derby  
 FURNESS, WALTER, Walsworth Dec 31 at 11 Bankruptcy  
 bldgs, Carey st  
 GRANGER, GEORGE, St Grimby, Fish Merchant Jan 2 at  
 10.30 Off Rec, 15, Osborne st, St Grimby  
 GREEN, EDWARD JOHN, Rhayader, Radnor, Innkeeper Jan  
 8 at 10.30 1. High st, Newtown  
 HATFIELD, JAMES MARTIN, Putney, Architect Dec 30 at  
 11.30 34, Railway app, London Bridge  
 HICKMOTT, HENRY, Putney, Tailor Dec 30 at 12.30 34,  
 Railway app, London Bridge  
 LEE, SAMUEL, Manchester, Boot Dealer Jan 3 at 2.30 Off  
 Rec, Byrom st, Manchester  
 LEVINE, BARNETT, Tredgar, Outfitter Jan 1 at 12 185,  
 High st, Merchyt Tydd  
 MERCER, EDWARD, Maidstone, Town Carter Jan 1 at 11  
 9, King st, Maidstone  
 MITTON, WILLIAM, Leytonstone, Milk Dealer Jan 3 at 12  
 Bankruptcy bldgs, Carey st  
 NEWBIGIN, EDWARD JOSEPH, Newcastle on Tyne, Tailor  
 Dec 30 at 11.30 Off Rec, 33, Mosley st, Newcastle on  
 Tyne

PAVER, SIDNEY HERBERT, Dover, Butchers' Assistant Dec 31 at 2 Cole & Sons, Seaside rd, Bournemouth  
 PERKIN, FRANKCOCK WILLIAM, Reading, Carpenter Dec 30 at 8 94, Temple chambers, Temple av  
 ROGERS, AARON EDWARD, Hales, Swanssea, Confectioner Jan 1 at 18 Off Rec, 31, Alexandra rd, Swansea  
 SEABORNE, GEORGE, Hengoed, Glam, Colliery Proprietor Dec 31 at 13 126, High st, Merthyr Tydfil  
 SMITHIES, DAVID, Saltershebble, nr Halifax, Woollen Manufacturer Dec 31 at 3 Off Rec, Townhall chambers, Halifax  
 THOMSON, JOHN STUART, Carlisle, Assted Water Manufacturer Dec 30 at 8 Off Rec, 34, Fisher st, Carlisle  
 WITTHROP, SENEHOUSE MARTINDALE, Bampton, Cumberland, Innkeeper Dec 30 at 3.30 Off Rec, 34, Fisher st, Carlisle  
 WOOD, WILLIAM, Whitefield, Lancs, Insurance Agent Dec 30 at 2 Off Rec, 19, Exchange st, Bolton

## ADJUDICATIONS.

AMES, JOHN EDWARD, Leeds, Fruit Merchant Leeds Pet Dec 16 Ord Dec 16  
 AYLES, ERNEST EDWARD, Weymouth, Coal Merchant Dorchester Pet Dec 18 Ord Dec 18  
 BARKER, WALTER WILLIAM, Huddersfield, Boot Repairer Huddersfield Pet Dec 16 Ord Dec 16  
 BARTLETT, WILLIE, Landport, Hants, Coal Merchant Portsmouth Pet Dec 9 Ord Dec 16  
 BROWN, WILLIAM HENRY, Sheerness, Saddler Rochester Pet Nov 26 Ord Dec 16  
 BUCKLE, ARTHUR, Leeds, Commercial Traveller Leeds Pet Dec 14 Ord Dec 14  
 BUTCHER, MARIA, Sandown, I of W, Lodging house Keeper Newport Pet Dec 16 Ord Dec 16  
 CLARKE, ALFRED HARRY, Southend on Sea, Grocer Chelmsford Pet Dec 17 Ord Dec 17  
 COOPER, BENJAMIN, Strand Green rd, Finsbury pk, Wine Merchant High Court Pet Nov 9 Ord Dec 16  
 CROPER, JOHN VOLNEY, Upper Tooting, Commission Agent Wandsworth Pet Dec 17 Ord Dec 17  
 DAVIES, JOHN, Ystrad Rhodda, Glam, Beer Dealer Pontypridd Pet Dec 17 Ord Dec 17  
 DOWNING, GEORGE CLARKE, Richmond Wandsworth Pet Nov 19 Ord Dec 16  
 EDGAR, JOSEPH HENRY, and JOHN BULFIELD, Bolton, Saddlers Bolton Pet Dec 16 Ord Dec 16  
 EDWARDS, HOWARD, Harlech, Merioneth, Painter Portmadoc Pet Dec 17 Ord Dec 17  
 ELACH, JAMES, Redcar Middlesbrough Pet Dec 18 Ord Dec 18  
 FEWSTER, WILLIAM LONGWOOD, Dewsbury, Chemist Dewsbury Pet Dec 17 Ord Dec 17  
 FURNISS, WALTER, Walworth High Court Pet Dec 16 Ord Dec 16  
 GAUNT, JOHN, St Ives, Hunts, Cattle Dealer Peterborough Pet Nov 30 Ord Dec 17  
 GIBSON, HENRY FOSTER, Stockbridge, Hants, Farmer Southampton Pet Dec 4 Ord Dec 16  
 GORDON, ROBERT CHARLES, Stockton on Tees, Commercial Traveller Stockton on Tees Pet Dec 14 Ord Dec 14  
 GREENING, WILLIAM KENDRY, Bridlington, Stationer Scarborough Pet Dec 14 Ord Dec 14  
 HALL, JAMES LANBERT, Heston Moor, nr Manchester, Grain Importer Manchester Pet Dec 16 Ord Dec 14  
 HALL, JAMES THOMAS, Chislewick Brentford Pet Nov 14 Ord Dec 16  
 HARTLEY, WILLIAM WORK, Birkenhead, Laundry Proprietor Birkenhead Pet Dec 16 Ord Dec 16  
 HENDRIKS, HERMAN, Broad st av, Merchant High Court Pet Sept 30 Ord Dec 16  
 HERBERT, HENRY, Chislewick, Painter High Court Pet Dec 17 Ord Dec 17  
 KINGSTON, JOSEPH ORPINGTON, Kent, Fruit Grower Croydon Pet Nov 27 Ord Dec 12  
 KNIGHT, JOHN HILL, Sheffield, Sign Writer Sheffield Pet Dec 18 Ord Dec 18  
 LEA, SAMUEL, Manchester, Boot Dealer Salford Pet Dec 11 Ord Dec 16  
 LIDSTER, RICHARD, New Shildon, Durham, Buider Durham Pet Dec 16 Ord Dec 16  
 MEECE, EDWARD, Maidstone, Town Carter Maidstone Pet Dec 14 Ord Dec 14  
 MITTON, FREDERICK, Colne, Lancs, Auctioneer Burnley Pet Dec 17 Ord Dec 17  
 MUTTON, JOHN, Leicester, Groengrocer Leicester Pet Dec 17 Ord Dec 17  
 PALMER, THOMAS, Kievey, Staffs, Haulier Stourbridge Pet Dec 12 Ord Dec 12  
 PRACE, GEORGE WILLIAM, Harbury, Warwick Warwick Pet Dec 19 Ord Dec 18  
 PORTER, WILLIAM, Oswaldtwistle, Lancs, Grinder Blackburn Pet Dec 16 Ord Dec 16  
 PURDON, JAMES EDWARD, Hampstead, Olman High Court Pet Nov 21 Ord Dec 16  
 ROBINSON, HAROLD EDWARD, Normanton, Derby, Butcher Derby Pet Dec 18 Ord Dec 18  
 STOKVIS, AMELIA, Brixton High Court Pet Oct 29 Ord Dec 16  
 SWANN, HENRY, Syston, Leicester, Painter Leicester Pet Dec 16 Ord Dec 16  
 TOWERD, GEORGE, HAYWARD rd, Cayman High Court Pet Dec 11 Ord Dec 16  
 TRENS, THOMAS CHARLES, Leicester, Builder Leicester Pet Dec 16 Ord Dec 16  
 WILLIAMS, JOHN, Aberdare, Collier Aberdare Pet Dec 18 Ord Dec 18  
 WILSHIN, W D, Balham, Butcher Wandsworth Pet Nov 31 Ord Dec 15  
 WINNET, FREDERICK EDWARD, Wolverhampton, Painter Wolverhampton Pet Dec 17 Ord Dec 17  
 WOOD, WILLIAM, Whitefield, Insurance Agent Bolton Pet Dec 16 Ord Dec 16

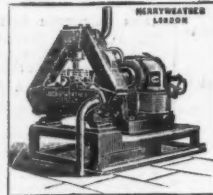
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HARGREAVES, WILLIAM THOMAS, Parliament hill, Hampstead Heath High Court Rec Ord Aug 29, 1901 Adjud Sept 21, 1901 Rec and Annul Dec 16, 1901

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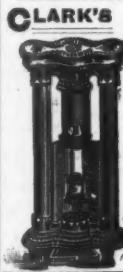
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